Case No.:_____

COURT OF APPEAL OF THE STATE OF CALIFORNIA

FIRST APPELLATE DISTRICT, DIVISION _____

CHURCH OF SCIENTOLOGY INTERNATIONAL, A California nonprofit religious corporation,

Petitioner,

vs.

SUPERIOR COURT OF THE STATE OF CALIFORNIA, COUNTY OF MARIN,

Respondent.

GERALD ARMSTRONG,

Real Parties in Interest.

Marin County Superior Court Case No. 157680.

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EXHIBITS IN SUPPORT OF PETITION FOR A WRIT OF CERTIORARI OR, IN THE ALTERNATIVE, A WRIT OF MANDAMUS

After Order re Sentences For Contempt by The Hon. Lynn Duryee, County of Marin

VOL. I (Pages 1-210)

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Attorney for Petitioner

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MUTUAL RELEASE OF ALL CLAIMS AND SETTLEMENT AGREEMENT

1. This Mutual Release of All Claims and Settlement Agreement is made between Church of Scientology International (hereinafter "CSI") and Gerald Armstrong, (hereinafter "Plaintiff") Cross-Complainant in Gerald Armstrong v. Church of Scientology of California, Los Angeles Superior Court, Case No. 420 153. By this Agreement, Plaintiff hereby specifically waives and releases all claims he has or may have from the beginning of time to and including this date, including all causes of action of every kind and nature, known or unknown for acts and/or omissions against the officers, agents, representatives, employees, volunteers, directors, successors, assigns and legal counsel of CSI as well as the Church of Scientology of California, its officers, agents, representatives, employees, volunteers, directors, successors, assigns and legal counsel; Religious Technology Center, its officers, agents, representatives, employees, volunteers, directors, successors, assigns and legal counsel; all Scientology and Scientology affiliated organizations and entities and their officers, agents, representatives, employees, volunteers, directors, successors, assigns and legal counsel; Author Services, Inc., its officers, agents, representatives, employees, volunteers, directors, successors, assigns and legal counsel; L. Ron Hubbard, his heirs, beneficiaries, Estate and its executor; Author's Family Trust, its beneficiaries and its trustee; and Mary Sue Hubbard, (all hereinafter collectively referred to as the

"Releasees"). The parties to this Agreement hereby agree as follows:

2. It is understood that this settlement is a compromise of doubtful and disputed claims, and that any payment is not to be construed, and is not intended, as an admission of liability on the part of any party to this Agreement, specifically, the Releasees, by whom liability has been and continues to be expressly denied. In executing this settlement Agreement, Plaintiff acknowledges that he has released the organizations, individuals and entities listed in the above paragraph, in addition to those defendants actually named in the above lawsuit, because among other reasons, they are third party beneficiaries of this Agreement.

3. Plaintiff has received payment of a certain monetary sum which is a portion of a total sum of money paid to his attorney, Michael J. Flynn. The total sum paid to Mr. Flynn is to settle all of the claims of Mr. Flynn's clients. Plaintiff's portion of said sum has been mutually agreed upon by Plaintiff and Michael J. Flynn. Plaintiff's signature below this paragraph acknowledges that Plaintiff is completely satisfied with the monetary consideration negotiated with and received by Michael J. Flynn. Plaintiff acknowledges that there has been a block settlement between Plaintiff's attorney, Michael J. Flynn, and the Church of Scientology and Churches and entities related to the Church of Scientology, concerning all of Mr. Flynn's clients who were in litigation with any Church of Scientology or related entity. Plaintiff has received a portion of this block.

amount, the receipt of which he hereby acknowledges. Plaintiff understands that this amount is only a portion of the block settlement amount. The exact settlement sum received by Plaintiff is known only to Plaintiff and his attorney, Michael J. Flynn, and it is their wish that this remain so and that this amount remain confidential.

Signature line for Gerald Armstrong

4. For and in consideration of the above described consideration, the mutual covenants, conditions and release contained herein, Plaintiff does hereby release, acquit and forever discharge, for himself, his heirs, successors, executors, administrators and assigns, the Releasees, including Church of Scientology of California, Church of Scientology International, Religious Technology Center, all Scientology and Scientology affiliated organizations and entities, Author Services, Inc. (and for each organization or entity, its officers, agents, representatives, employees, volunteers, directors, successors, assigns and legal counsel); L. Ron Hubbard, his heirs, beneficiaries, Estate and its executor; Author's Family Trust, its beneficiaries and trustee; and Mary Sue Hubbard, and each of them, of and from any and all claims, including, but not limited to, any claims or causes of action entitled Gerald Armstrong v. Church of Scientology of California, Los Angeles Superior Court, Case No. 420 153 and all demands, damages, actions and causes of actions of every kind and nature, known or unknown,

for or because of any act or omission allegedly done by the Releasees, from the beginning of time to and including the date hereof. Therefore, Plaintiff does hereby authorize and direct his counsel to dismiss with prejudice his claims now pending in the above referenced action. The parties hereto will execute and cause to be filed a joint stipulation of dismissal in the form of the one attached hereto as Exhibit "A".

A. It is expressly understood by Plaintiff that this release and all of the terms thereof do not apply to the action brought by the Church of Scientology against Plaintiff for Conversion, Fraud and other causes of action, which action has already gone to trial and is presently pending before the Second District, Third Division of the California Appellate Court (Appeal No. B005912). The disposition of those claims are controlled by the provisions of the following paragraph hereinafter.

B. As of the date this settlement Agreement is executed, there is currently an appeal pending before the California Court of Appeal, Second Appellate District, Division 3, arising out of the above referenced action delineated as Appeal No. B005912. It is understood that this appeal arises out of the Church of Scientology's complaint against Plaintiff which is not settled herein. This appeal shall be maintained notwithstanding this Agreement. Plaintiff agrees to waive any rights he may have to take any further appeals from any decision eventually reached by the Court of Appeal or any rights he may have to oppose (by responding brief or any other means) any further appeals taken by the Church of

Scientology of California. The Church of Scientology of California shall have the right to file any further appeals it deems necessary.

5. For and in consideration of the mutual covenants, conditions and release contained herein, and Plaintiff dismissing with prejudice the action Gerald Armstrong v. Church of Scientology of California, Los Angeles Superior Court, Case No. 420 153, the Church of Scientology of California does hereby release, acquit and forever discharge for itself, successors and assigns, Gerald Armstrong, his agents, representatives, heirs, successors, assigns, legal counsel and estate and each of them, of and from any and all claims, causes of action, demands, damages and actions of every kind and nature, known or unknown, for or because of any act or omission allegedly done by Gerald Armstrong from the beginning of time to and including the date hereof.

6. In executing this Agreement, the parties hereto, and each of them, agree to and do hereby waive and relinquish all rights and benefits afforded under the provisions of Section 1542 of the Civil Code of the State of California, which provides as follows:

> "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

7. Further, the undersigned hereby agree to the following:

A. The liability for all claims is expressly denied by the parties herein released, and this final compromise and

settlement thereof shall never be treated as an admission of liability or responsibility at any time for any purpose.

B. Plaintiff has been fully advised and understands that the alleged injuries sustained by him are of such character that the full extent and type of injuries may not be known at the date hereof, and it is further understood that said alleged injuries, whether known or unknown at the date hereof, might possibly become progressively worse and that as a result, further damages may be sustained by Plaintiff; nevertheless, Plaintiff desires by this document to forever and fully release the Releasees. Plaintiff understands that by the execution of this release no further claims arising out of his experience with, or actions by, the Releasees, from the beginning of time to and including the date hereof, which may now exist or which may exist in the future may ever be asserted by him or on his behalf, against the Releasees.

C. Plaintiff agrees to assume responsibility for the payment of any attorney fee, lien or liens, imposed against him past, present, or future, known or unknown, by any person, firm, corporation or governmental entity or agency as a result of, or growing out of any of the matters referred to in this release. Plaintiff further agrees to hold harmless the parties herein released, and each of them, of and from any liability arising therefrom.

D. Plaintiff agrees never to create or publish or attempt to publish, and/or assist another to create for publication by means of magazine, article, book or other

similar form, any writing or to broadcast or to assist another to create, write, film or video tape or audio tape any show, program or movie, or to grant interviews or discuss with others, concerning their experiences with the Church of Scientology, or concerning their personal or indirectly acquired knowledge or information concerning the Church of Scientology, L. Ron Hubbard or any of the organizations, individuals and entities listed in Paragraph 1 above. Plaintiff further agrees that he will maintain strict confidentiality and silence with respect to his experiences with the Church of Scientology and any knowledge or information he may have concerning the Church of Scientology, L. Ron Hubbard, or any of the organizations, individuals and entities listed in Paragraph 1 above. Plaintiff expressly understands that the non-disclosure provisions of this subparagraph shall apply, inter alia, but not be limited, to the contents or substance of his complaint on file in the action referred to in Paragraph 1 hereinabove or any documents as defined in Appendix "A" to this Agreement, including but not limited to any tapes, films, photographs, recastings, variations or copies of any such materials which concern or relate to the religion of Scientology, L. Ron Hubbard, or any of the organizations, individuals, or entities listed in Paragraph 1 above. The attorneys for Plaintiff, subject to the ethical limitations restraining them as promulgated by the state or federal regulatory associations or agencies, agree not to disclose any of the terms and conditions of the settlement negotiations, amount of the

settlement, or statements made by either party during settlement conferences. Plaintiff agrees that if the terms of this paragraph are breached by him, that CSI and the other Releasees would be entitled to liquidated damages in the amount of $50,000 for each such breach. All monies received to induce or in payment for a breach of this Agreement, or any part thereof, shall be held in a constructive trust pending the outcome of any litigation over said breach. The amount of liquidated damages herein is an estimate of the damages that each party would suffer in the event this Agreement is breached. The reasonableness of the amount of such damages are hereto acknowledged by Plaintiff.

E. With exception to the items specified in Paragraph 7(L), Plaintiff agrees to return to the Church of Scientology International at the time of the consummation of this Agreement, all materials in his possession, custody or control (or within the possession, custody or control of his attorney, as well as third parties who are in possession of the described documents), of any nature, including originals and all copies or summaries of documents defined in Appendix "A" to this Agreement, including but not limited to any tapes, computer disks, films, photographs, recastings, variations or copies of any such materials which concern or relate to the religion of Scientology, L. Ron Hubbard or any of the organizations, individuals or entities listed in Paragraph 1 above, all evidence of any nature, including evidence obtained from the named defendants through discovery, acquired for the purposes of this lawsuit or any lawsuit, or acquired for any other purpose

concerning any Church of Scientology, any financial or administrative materials concerning any Church of Scientology, and any materials relating personally to L. Ron Hubbard, his family, or his estate. In addition to the documents and other items to be returned to the Church of Scientology International listed above and in Appendix "A", Plaintiff agrees to return the following:

(a) All originals and copies of the manuscript for the work "Excalibur" written by L. Ron Hubbard;

(b) All originals and copies of documents commonly known as the "Affirmations" written by L. Ron Hubbard; and

(c) All documents and other items surrendered to the Court by Plaintiff and his attorneys pursuant to Judge Cole's orders of August 24, 1982 and September 4, 1982 and all documents and other items taken by the Plaintiff from either the Church of Scientology or Omar Garrison. This includes all documents and items entered into evidence or marked for identification in Church of Scientology of California v. Gerald Armstrong, Case No. C 420 153. Plaintiff and his attorney will execute a Joint Stipulation or such other documents as are necessary to obtain these documents from the Court. In the event any documents or other items are no longer in the custody or control of the Los Angeles Superior Court, Plaintiff and his counsel will assist the Church in recovering these documents as quickly as possible, including but not limited to those tapes and other documents now in the possession of the United States District Court in the case of United States v. Zolin, Case No. CV

85-0440-HLH(Tx), presently on appeal in the Ninth Circuit Court of Appeals. In the event any of these documents are currently lodged with the Court of Appeal, Plaintiff and his attorneys will cooperate in recovering those documents as soon as the Court of Appeal issues a decision on the pending appeal.

To the extent that Plaintiff does not possess or control documents within categories A-C above, Plaintiff recognizes his continuing duty to return to CSI any and all documents that fall within categories A-C above which do in the future come into his possession or control.

F. Plaintiff agrees that he will never again seek or obtain spiritual counselling or training or any other service from any Church of Scientology, Scientologist, Dianetics or Scientology auditor, Scientology minister, Mission of Scientology, Scientology organization or Scientology affiliated organization.

G. Plaintiff agrees that he will not voluntarily assist or cooperate with any person adverse to Scientology in any proceeding against any of the Scientology organizations, individuals, or entities listed in Paragraph 1 above. Plaintiff also agrees that he will not cooperate in any manner with any organizations aligned against Scientology.

H. Plaintiff agrees not to testify or otherwise participate in any other judicial, administrative or legislative proceeding adverse to Scientology or any of the Scientology Churches, individuals or entities listed in Paragraph 1 above unless compelled to do so by lawful subpoena or other lawful process. Plaintiff shall not make

himself amenable to service of any such subpoena in a manner which invalidates the intent of this provision. Unless required to do so by such subpoena, Plaintiff agrees not to discuss this litigation or his experiences with and knowledge of the Church with anyone other than members of his immediate family. As provided hereinafter in Paragraph 18(d), the contents of this Agreement may not be disclosed.

I. The parties hereto agree that in the event of any future litigation between Plaintiff and any of the organizations, individuals or entities listed in Paragraph 1 above, that any past action or activity, either alleged in this lawsuit or activity similar in fact to the evidence that was developed during the course of this lawsuit, will not be used by either party against the other in any future litigation. In other words, the "slate" is wiped clean concerning past actions by any party.

J. It is expressly understood and agreed by Plaintiff that any dispute between Plaintiff and his counsel as to the proper division of the sum paid to Plaintiff by his attorney of record is between Plaintiff and his attorney of record and shall in no way affect the validity of this Mutual Release of All Claims and Settlement Agreement.

K. Plaintiff hereby acknowledges and affirms that he is not under the influence of any drug, narcotic, alcohol or other mind-influencing substance, condition or ailment such that his ability to fully understand the meaning of this Agreement and the significance thereof is adversely affected.

L. Notwithstanding the provisions of Paragraph 7(E) above, Plaintiff shall be entitled to retain any artwork created by him which concerns or relates to the religion of Scientology, L. Ron Hubbard or any of the organizations, individuals or entities listed in Paragraph 1 above provided that such artwork never be disclosed either directly or indirectly, to anyone. In the event of a disclosure in breach of this Paragraph 7(L), Plaintiff shall be subject to the liquidated damages and constructive trust provisions of Paragraph 7(D) for each such breach.

8. Plaintiff further agrees that he waives and relinquishes any right or claim arising out of the conduct of any defendant in this case to date, including any of the organizations, individuals or entities as set forth in Paragraph 1 above, and the named defendants waive and relinquish any right or claim arising out of the conduct of Plaintiff to date.

9. This Mutual Release of All Claims and Settlement Agreement contains the entire agreement between the parties hereto, and the terms of this Agreement are contractual and not a mere recital. This Agreement may be amended only by a written instrument executed by Plaintiff and CSI. The parties hereto have carefully read and understand the contents of this Mutual Release of All Claims and Settlement Agreement and sign the same of their own free will, and it is the intention of the parties to be legally bound hereby. No other prior or contemporaneous agreements, oral or written, respecting such matters, which are not specifically

incorporated herein shall be deemed to in any way exist or bind any of the parties hereto.

10. Plaintiff agrees that he will not assist or advise anyone, including individuals, partnerships, associations, corporations, or governmental agencies contemplating any claim or engaged in litigation or involved in or contemplating any activity adverse to the interests of any entity or class of persons listed above in Paragraph 1 of this Agreement.

11. The parties to this Agreement acknowledge the following:

A. That all parties enter into this Agreement freely, voluntarily, knowingly and willingly, without any threats, intimidation or pressure of any kind whatsoever and voluntarily execute this Agreement of their own free will;

B. That all parties have conducted sufficient deliberation and investigation, either personally or through other sources of their own choosing, and have obtained advice of counsel regarding the terms and conditions set forth herein, so that they may intelligently exercise their own judgment in deciding whether or not to execute this Agreement; and

C. That all parties have carefully read this Agreement and understand the contents thereof and that each reference in this Agreement to any party includes successors, assigns, principals, agents and employees thereof.

12. Each party shall bear its respective costs with respect to the negotiation and drafting of this Agreement and

all acts required by the terms hereof to be undertaken and performed by that party.

13. To the extent that this Agreement inures to the benefit of persons or entities not signatories hereto, this Agreement is hereby declared to be made for their respective benefits and uses.

14. The parties shall execute and deliver all documents and perform all further acts that may be reasonably necessary to effectuate the provisions of this Agreement.

15. This Agreement shall not be construed against the party preparing it, but shall be construed as if both parties prepared this Agreement. This Agreement shall be construed and enforced in accordance with the laws of the State of California.

16. In the event any provision hereof be unenforceable, such provision shall not affect the enforceability of any other provision hereof.

17. All references to the plural shall include the singular and all references to the singular shall include the plural. All references to gender shall include both the masculine and feminine.

18.(A) Each party warrants that they have received independent legal advice from their attorneys with respect to the advisability of making the settlement provided for herein and in executing this Agreement.

(B) The parties hereto (including any officer, agent, employee, representative or attorney of or for any party) acknowledge that they have not made any statement,

representation or promise to the other party regarding any fact material to this Agreement except as expressly set forth herein. Furthermore, except as expressly stated in this Agreement, the parties in executing this Agreement do not rely upon any statement, representation or promise by the other party (or of any officer, agent, employee, representative or attorney for the other party).

(C) The persons signing this Agreement have the full right and authority to enter into this Agreement on behalf of the parties for whom they are signing.

(D) The parties hereto and their respective attorneys each agree not to disclose the contents of this executed Agreement. Nothing herein shall be construed to prevent any party hereto or his respective attorney from stating that this civil action has been settled in its entirety.

(E) The parties further agree to forbear and refrain from doing any act or exercising any right, whether existing now or in the future, which act or exercise is inconsistent with this Agreement.

19. Plaintiff has been fully advised by his counsel as to the contents of this document and each provision hereof. Plaintiff hereby authorizes and directs his counsel to dismiss with prejudice his claims now pending in the action entitled Gerald Armstrong v. Church of Scientology of California, Los Angeles Superior Court, Case No. 420 153.

20. Notwithstanding the dismissal of the lawsuit pursuant to Paragraph 4 of this Agreement, the parties hereto agree that the Los Angeles Superior Court shall retain

jurisdiction to enforce the terms of this Agreement. This Agreement may be enforced by any legal or equitable remedy, including but not limited to injunctive relief or declaratory judgment where appropriate. In the event any party to this Agreement institutes any action to preserve, to protect or to enforce any right or benefit created hereunder, the prevailing party in any such action shall be entitled to the costs of suit and reasonable attorney's fees.

21. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be a duplicate original, but all of which, together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, on the date opposite their names.

Dated: December 6, 1986

GERALD ARMSTRONG

Witness

Witness

Dated: 12/6/86

APPROVED AS TO FORM AND CONTENT:

MICHAEL J. FLYNN
Attorney for
GERALD ARMSTRONG

Dated: December 11, 1986

for
CHURCH OF SCIENTOLOGY INTERNATIONAL

STATE OF CALIFORNIA)
) ss.
County of Los Angeles)

AFFIDAVIT OF GERALD ARMSTRONG

I, GERALD ARMSTRONG, being duly sworn, depose and state as follows:

1. The following statements are made voluntarily, of my own free will, and after full consultation with my attorneys, Michael Flynn and Bruce Bunch.

2. I hereby acknowledge the consummation of a Mutual Release and Agreement reached between myself and the Church of Scientology International.

3. In accordance with the terms of said Mutual Release and Agreement, I hereby state that I have returned to the Church of Scientology International all "documents" of any nature in my possession, custody or control relating to the practices of Dianetics or Scientology, all evidence of any nature acquired or retained for the purpose of any lawsuit or for any other purpose concerning any Church of Scientology or any of the other individuals or entities listed or referred to in the Mutual Release and Agreement, any financial or administrative materials concerning any Church of Scientology or any of the other individuals or entities listed or referred to in the Mutual Release and Agreement, and any materials relating to L. Ron Hubbard, his family, or his estate.

4. The term "documents" as used herein includes but is not limited to all originals, copies and copies derived from but not identical to the original, no matter how prepared, and

all writings, papers, notes, records, books and other tangible things including, by way of example and not of limitation, the following:

a. Memoranda, notes, calendars, appointment books, shorthand or stenographer's notebooks, correspondence, letters and telegrams, whether received, sent, filed or maintained internally;

b. Drafts or notes, whether typed, penciled or otherwise, whether or not used;

c. Minutes, reports or summaries of meetings;

d. Contracts, agreements, understandings, commitments, proposals or other business records;

e. Recordings, transcriptions or memoranda or notes made of any telephone or face-to-face oral conversations between or among persons;

f. Dictated tapes or other sound recordings;

g. Computer printouts or reports and the applicable program or programs therefor;

h. Tapes, computer disks, cards, or any other means by which data is stored or preserved electrically, electronically, magnetically or mechanically, and the applicable program or programs therefor (from which the undersigned may reproduce or cause to be reproduced such data in written form);

i. Pictures, drawings, photographs, slides, films, negatives, charts or other graphic representations;

j. Checks, bills, notes, receipts, or other evidence of payment;

k. Ledgers, journals, financial statements, accounting records, operating statements, balance sheets or statements of accounts.

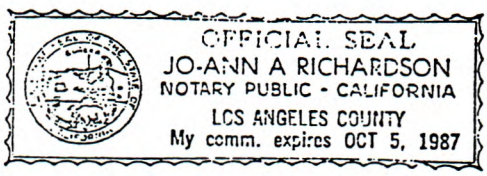
l. Any publications by the Church of Scientology of California, by Bridge Publications, or by New Era Publications, Inc. or any other Church of Scientology or related entity or individual.

5. The Foregoing Excludes attorney/client correspondence.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

GERALD ARMSTRONG

Sworn and subscribed to before me
this 6TH day of December, 1986,
at Los Angeles, California.



Jo Ann A Richardson
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Attorneys for Plaintiff
CHURCH OF SCIENTOLOGY INTERNATIONAL

FILED
FEB - 4 1992
HOWARD HANSON
MARIN COUNTY CLERK
by P. Fan, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF MARIN

CHURCH OF SCIENTOLOGY INTERNATIONAL, a California not-for-profit religious corporation; Plaintiff, vs. GERALD ARMSTRONG; DOES 1 through 25, inclusive, Defendants.	Case No. 152220 VERIFIED COMPLAINT FOR DAMAGES AND FOR PRELIMINARY AND PERMANENT INJUNCTIVE RELIEF FOR BREACH OF CONTRACT

Plaintiff, by its attorneys, Wilson, Ryan & Campilongo and Bowles & Moxon, alleges:

NATURE OF THE ACTION

1. In violation of the express terms and spirit of a settlement agreement ("the Agreement") entered into in December, 1986, defendant Gerald Armstrong ("Armstrong") has embarked on a deliberate campaign designed to aid plaintiff's litigation adversaries, breach the confidentiality provisions of the Agreement, and foment litigation, hatred and ill-will toward

plaintiff.

2. Five years ago, plaintiff Church of Scientology International ("CSI") entered into the Agreement with Armstrong, on its own behalf and for the benefit of numerous third-party beneficiaries. The Agreement provided for a mutual release and waiver of all claims arising out of a cross-complaint which defendant Armstrong had filed in the case of Church of Scientology of California v. Gerald Armstrong, Los Angeles Superior Court No. C 420153. Armstrong, a former Church member who sought, by both litigation and covert means, to disrupt the activities of his former faith, displayed through the years an intense and abiding hatred for the Churches, and an eagerness to annoy and harass his former co-religionists by spreading enmity and hatred among members and former members. Plaintiff sought, with the Agreement, to end all of Armstrong's covert activities against it, along with the litigation itself. For that reason, the Agreement contained carefully negotiated and agreed-upon confidentiality provisions and provisions prohibiting Armstrong from fomenting litigation against plaintiff by third parties. These provisions were bargained for by plaintiff to put an end to the enmity and strife generated by Mr. Armstrong once and for all.

3. This action arises out of deliberate and repeated breaches by Armstrong of these and other express provisions of the settlement Agreement. Although plaintiff fully performed all of its obligations under the Agreement, Armstrong appears to consider that his obligations under the Agreement ended as soon as he had finished spending the money he extracted from plaintiff as the price of his signature. In June, 1991, Armstrong began a systematic campaign to

foment litigation against plaintiff by providing confidential information, copies of the Agreement, declarations, and "paralegal" assistance to litigants actively engaged in litigation against his former adversaries. Although plaintiff has repeatedly demanded that Armstrong end his constant and repeated breach of the provisions of the Agreement, Armstrong appears to delight in renewing his annoying and harassing activities, admitting to them in sworn declarations, and refusing to end his improper liaisons.

4. With this complaint, plaintiff seeks the Court's aid in obtaining the peace for which it bargained more than five years ago. Plaintiff requests liquidated damages pursuant to the terms of the Agreement, as well as injunctive relief to prevent additional and future breaches of the Agreement by Armstrong.

THE PARTIES

5. Plaintiff Church of Scientology International is a non-profit religious corporation incorporated under the laws of the State of California, having its principal offices in Los Angeles, California. Plaintiff CSI is the Mother Church of the Scientology religion.

6. Defendant Gerald Armstrong is a resident of Marin County, California.

7. Plaintiff is ignorant of the names and capacities of the defendants identified as DOES 1 through 25, inclusive, and thus brings suit against those defendants by their true names upon the ascertainment of their true names and capacities, and their responsibility for the conduct alleged herein.

/ / /

/ / /

THE CONTRACT

8. On or about December 6, 1986, CSI and Armstrong entered into a written confidential settlement Agreement, described in Paragraph 1 of this Complaint.

9. The Agreement was entered into by plaintiff and defendant Armstrong, with the participation of their respective counsel after full negotiation. Each provision of the Agreement was carefully framed by the parties and their counsel to accurately reflect the agreement of the parties.

10. Plaintiff specifically negotiated for and obtained from Armstrong the provisions in the Agreement delineated in paragraphs 7(D), 7(H), 7(G), 10 and paragraphs 12 through 18, because it was well aware, through investigation, that Armstrong had undertaken a series of covert activities, apart from the litigation, which were intended by Armstrong to discredit Church leaders, spark government raids into the churches, create phony "evidence" of wrongdoing against the Churches, and, ultimately, destroy the Churches and their leadership.

11. In November, 1984, Armstrong was plotting against the Scientology Churches and seeking out staff members in the church who would be willing to assist him in overthrowing Church leadership. The church obtained information about Armstrong's plans and, through a police-sanctioned investigation, provided Armstrong with the "defectors" he sought. On four separate occasions in November, 1984, Armstrong met with two individuals that he considered to be defectors, whom he knew as "Joey" and "Mike." In reality, both "Joey" and "Mike" were loyal Church members who, with permission from the Los Angeles police, agreed to have their conversations with

Armstrong surreptitiously videotaped. during the course of these conversations, Armstrong:

a. Demanded that "Joey" provide him with copies of documents published by the Churches so that he could forge documents in the same style. Armstrong wanted "Joey" to then plant these Armstrong creations in the Church's files so that Armstrong could tip off the Internal Revenue Service Criminal Investigations Division ("CID"), and the incriminating documents would be found in a resulting raid;

b. Sought to "set up" the defection of a senior Scientologist by finding a woman to seduce him;

c. Told "Joey" all about his conversations with Al Lipkin, an investigator for the L.A. CID, and attempted to get "Joey" to call Lipkin and give him false information that would implicate the church's leaders in the misuse of donations; and

d. Instructed "Mike" on the methods of creating a lawsuit against the church leadership based on nothing at all:

> ARMSTRONG: They can allege it. They can allege it. They don't even have -- they can allege it.
>
> RINDER: So they don't even have to have the document sitting in front of them and then--
>
> ARMSTRONG: F____ing say the organization destroys the documents.
>
> * * *
>
> Where are the -- we don't have to prove a goddamn thing. We don't have to prove s__t; we just have to allege it.

/ / /

Given Armstrong's propensity to create trouble for the Churches regardless of truth, the Churches naturally considered such provisions to be an integral and necessary part of any settlement.

12. The Agreement also provided that plaintiff CSI would pay to Armstrong's attorney, Michael Flynn, a lump sum amount intended to settle not just Armstrong's case, but the cases of other clients of Mr. Flynn as well, and that Mr. Flynn would pay to Armstrong a portion of that settlement amount. The exact amount of the portion to be paid to Armstrong by Mr. Flynn was maintained as confidential between Mr. Flynn and Armstrong.

13. CSI paid to Mr. Flynn the lump sum settlement amount.

14. Mr. Flynn paid to Armstrong his confidential portion of the lump sum settlement amount.

15. Plaintiff CSI has performed all of its obligations pursuant to the Agreement.

FIRST CAUSE OF ACTION

(Against Armstrong for Breach of Contract)

16. Plaintiff realleges paragraphs 1 - 15, inclusive, and incorporates them herein by reference.

17. Vicki and Richard Aznaran ("the Aznarans") are former Scientology parishioners currently engaged in litigation against, inter alia, RTC and CSI, in the case of Vicki J. Aznaran, et al. v. Church of Scientology of California, et al., United States District Court for the Central District of California, Case No. CV 88-1786 JMI (Ex).

18. In June, 1991, the Aznarans discharged their attorney, Ford Greene, and retained attorney Joseph A. Yanny to represent them.

19. While acting as the Aznarans' counsel, Yanny hired Gerald Armstrong as a paralegal to help Yanny on the Aznaran case.

20. In July, 1991, Armstrong agreed to travel from Marin County to Los Angeles and asked Yanny to pay him $500 for his proposed help.

21. In July, 1991, Armstrong did travel to Los Angeles as he had agreed, stayed with Yanny on July 15 and July 16, 1991, and provided Yanny with paralegal assistance and a declaration for the Aznaran case.

22. Yanny is former counsel to CSI, and his substitution into the case was vacated by the Court sua sponte on July 24, 1991, the Court noting that Yanny's retention as the Aznarans' counsel was "highly prejudicial" to RTC and CSI.

23. Armstrong's acceptance of employment by Yanny to work on the Aznarans' litigation is a direct violation of Paragraphs 7(G) and 10 of the Agreement.

24. As a direct and proximate result of Armstrong's breach of the agreement by providing paralegal assistance to Yanny in the Aznarans' litigation, plaintiff has incurred damages which are not presently calculable. In no event, however, are they less than $800,000. Consequently, for this breach plaintiff seeks compensatory and consequential damages according to proof.

SECOND CAUSE OF ACTION

(Against Armstrong for Breach of Contract)

25. Plaintiff realleges paragraphs 1 - 15, 17-23, inclusive, and incorporates them herein by reference.

33. After Yanny entered his appearance in the Aznarans' case and indicated to CSI's counsel that he represented Gerald Armstrong

as well, CSI brought suit against Yanny in the case of Religious Technology Center, et al. v. Joseph A. Yanny, et al., Los Angeles Superior Court No. BC 033035 ("RTC v. Yanny"). In that action, plaintiff sought and obtained a Temporary Restraining Order and a Preliminary Injunction against Yanny, which prohibit Yanny from aiding, advising, or representing, directly or indirectly, the Aznarans or Armstrong, on any matters relating to the plaintiff.

27. At the hearings before the Court on the temporary restraining order and the injunction, Yanny filed two declarations prepared and executed by Armstrong on July 16, 1991. The declarations were offered by Yanny as part of Yanny's defense, which was ultimately rejected by the Court when it issued its injunction.

28. Armstrong's aid to Yanny in the RTC v. Yanny case is a direct violation of Paragraphs 7(G) and 10 of the Agreement.

29. Armstrong attached as an exhibit to one of his July 16, 1991 declarations a copy of the Agreement, the terms of which he had agreed, pursuant to paragraph 18(D), to keep confidential. This disclosure of the terms of the Agreement is a violation of its non-disclosure provisions, requiring that Armstrong pay to CSI, RTC and CSC $50,000 in liquidated damages.

30. Despite demand by plaintiff, Armstrong has failed and refused to pay them the $50,000 owed in liquidated damages for this breach of the Agreement.

THIRD CAUSE OF ACTION

(Against All Defendants for Breach of Contract)

31. Plaintiff realleges paragraphs 1 - 15, 17-23, 26-30, inclusive, and incorporates them herein by reference.

32. After Yanny's substitution into the Aznarans' case was

summarily vacated, Ford Greene was reinstated as the Aznarans' counsel of record. Ford Greene's law offices are located in San Anselmo, California.

33. In or about August, 1991, Armstrong began working in Ford Greene's office for Greene as a paralegal on the Aznarans' case. Armstrong's employment in Greene's office has continued to the present. Armstrong's activities constitute a daily and continuing breach of his contract, rendering plaintiff's bargain a nullity.

34. Plaintiff CSI has already incurred, and continues to incur, damages as a direct and proximate result of Armstrong's provision of aid to Greene in the Aznarans' case. Those damages are not presently calculable and will cease only when Armstrong is ordered to stop his improper conduct. In no event, however, are they less than $800,000. Consequently, for this breach plaintiff seeks compensatory and consequential damages according to proof.

FOURTH CAUSE OF ACTION

(Against All Defendants for Breach of Contract)

35. Plaintiff realleges paragraphs 1-15, 17-23, 26-30, 32-34, inclusive, and incorporates them herein by reference.

36. In addition to the paralegal services which Armstrong has provided to Ford Greene on the Aznarans' litigation, Armstrong also provided the Aznarans with a declaration, dated August 26, 1991, and filed in the Aznarans' case. In that declaration, Armstrong describes some of his alleged experiences with and concerning plaintiff, and purports to authenticate copies of certain documents. These actions and disclosures are violations of Paragraphs 7(G), 7(H) and 10 of the Agreement, requiring that Armstrong pay to CSI and RTC $50,000 in liquidated damages.

37. Despite demand by plaintiff, Armstrong has failed and refused to comply with the liquidated damages provision by paying $50,000 to plaintiff as demanded for this breach of the Agreement.

FIFTH CAUSE OF ACTION

(Against All Defendants for Injunctive Relief)

38. Plaintiff realleges paragraphs 1-15, 17-23, 26-30, 32-34, 36-37, inclusive, and incorporates them herein by reference.

39. As a direct and proximate result of Armstrong's breach of the agreement by providing assistance to Greene in the Asnarans' litigation, which breach is, on information and belief, persistent and continuing, CSI is and will continue to be irreparably harmed, and unless Armstrong and those acting in concert with him are temporarily, preliminarily and permanently enjoined from continuing that unlawful conduct, further irreparable harm will be caused to CSI.

40. Further, as a direct and proximate result of Armstrong's breach of the agreement by providing assistance to Yanny in Yanny's litigation, which breach is, on information and belief, persistent and continuing, CSI is and will continue to be irreparably harmed, and unless Armstrong and those acting in concert with him are temporarily, preliminarily and permanently enjoined from continuing that unlawful conduct, further irreparable harm will be caused to CSI.

WHEREFORE, plaintiff prays for judgment as follows:

ON THE FIRST CAUSE OF ACTION

1. For compensatory and consequential damages according to proof, but in no event less than $800,000.

2. For attorneys' fees and costs of suit.

ON THE SECOND CAUSE OF ACTION

1. For liquidated damages in the amount of $50,000.

2. For attorneys' fees and costs of suit.

ON THE THIRD CAUSE OF ACTION

1. For compensatory and consequential damages according to proof, but in no event less than $800,000.

2. For attorneys' fees and costs of suit.

ON THE FOURTH CAUSE OF ACTION

1. For liquidated damages in the amount of $50,000.

2. For attorneys' fees and costs of suit.

ON THE FIFTH CAUSE OF ACTION

1. For a temporary restraining order, preliminary injunction and a permanent injunction enjoining defendants from violating the terms of the Agreement.

ON ALL CAUSES OF ACTION

1. For such other and further relief as the Court may deem just and proper.

DATED: February 4, 1992

WILSON, RYAN & CAMPILONGO

By: _____
Andrew H. Wilson

Laurie J. Bartilson
BOWLES & MOXON

Attorneys for Plaintiff
Church of Scientology
International

ON THE SECOND CAUSE OF ACTION

1. For liquidated damages in the amount of $50,000.

2. For attorneys' fees and costs of suit.

ON THE THIRD CAUSE OF ACTION

1. For compensatory and consequential damages according to proof, but in no event less than $800,000.

2. For attorneys' fees and costs of suit.

ON THE FOURTH CAUSE OF ACTION

1. For liquidated damages in the amount of $50,000.

2. For attorneys' fees and costs of suit.

ON THE FIFTH CAUSE OF ACTION

1. For a temporary restraining order, preliminary injunction and a permanent injunction enjoining defendants from violating the terms of the Agreement.

ON ALL CAUSES OF ACTION

1. For such other and further relief as the Court may deem just and proper.

DATED: February 4, 1992

WILSON, RYAN & CAMPILONGO

By: _____
Andrew H. Wilson

Laurie J. Bartilson
BOWLES & MOXON

Attorneys for Plaintiff
Church of Scientology
International

VERIFICATION

I, ANDREW H. WILSON, declare as follows:

I am one of the attorneys for the Plaintiff Church of Scientology International in the above-entitled matter. I have read the foregoing Verified Complaint for Damages and for Preliminary and Permanent Injunctive Relief for Breach of Contract and know the contents thereof, which are true of my own knowledge except as to those matters which are stated on information and belief, and as to those matters, I believe it to be true.

I declare under the penalty of perjury pursuant to the laws of the State of California that the foregoing is true and correct. Executed on February 4, 1992, at San Francisco, California.

ANDREW H. WILSON

WILSON, RYAN & CAMPILONGO
235 Montgomery Street, Suite 450
San Francisco, California 94104

SC102.003
VER.COMPLT.

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Attorneys for Defendant
GERALD ARMSTRONG

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

CHURCH OF SCIENTOLOGY INTERNATIONAL, a California not-for-profit religious corporation; Plaintiffs, vs. GERALD ARMSTRONG; DOES 1 through 25, inclusive, Defendants.	No. BC 052395 **ANSWER OF GERALD ARMSTRONG AND THE GERALD ARMSTRONG CORPORATION TO AMENDED COMPLAINT**

Defendant Gerald Armstrong, hereinafter "Armstrong," and The Gerald Armstrong Corporation, hereinafter "TGAC," defendants, hereby jointly answer the complaint of plaintiff, hereinafter "CSI." Although the following Answer may be framed in the singular, it shall be interpreted to refer to both answering defendants.

1. Armstrong admits there was a settlement agreement

COPY

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entered into in December, 1986, but denies each and every allegation of the rest of this paragraph. Armstrong's only actions have been those necessitated by the violations by the Scientology organization, including CSI, hereinafter the "ORG," of the express terms and spirit of the settlement agreement. It is the ORG which has embarked on a deliberate campaign to breach the provisions of the agreement, and foment litigation, hatred and ill-will against ARMSTRONG and the world in violation of the norms of civilized conduct, and in a calculated and deliberate abuse of the justice process.

2. Armstrong admits that he entered into a settlement agreement with the ORG in December 1986 of his cross-complaint in Church of Scientology of California v. Gerald Armstrong, Los Angeles Superior Court No. C 420 153. Armstrong denies that the agreement was for the benefit of numerous third-parties; he asserts that the agreement is to constitute a fraud on courts, nationally and internationally, and upon the public of the World. Armstrong denies that the description of the ORG as a church is true. It is a totalitarian cult of unreason, antireligious in philosophy, antisocial in conduct, and political in motivation. Armstrong denies CSI's description of him. It is the ORG which sought by litigation and covert means to disrupt Armstrong's activities and life, and which displayed through the years an intense and abiding hatred for Armstrong, and an eagerness to annoy and harass Armstrong by spreading enmity and hatred about him among its employees, customers, victims, in the media, the courts and the world. Armstrong denies that the ORG sought to end Armstrong's covert activities, because there were no such covert

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activities, nor to end the litigation. Armstrong denies that the agreement contained carefully negotiated and agreed-upon provisions. Armstrong was not included in one word of the negotiations, which were engineered by the ORG through the compromise of Armstrong's attorney. Armstrong never agreed to the conditions, but did agree with the representations of his attorney that the conditions were unenforceable. The ORG structured and used the settlement to continue its litigation, even with Armstrong, and to use litigation to attack its perceived enemies. The ORG is the greatest fomenter of litigation this country has ever known. Its abuse of the justice system and its use of litigation to intimidate and destroy peoples' lives is legendary. Armstrong denies that the ORG bargained for the settlement provisions to put an end to enmity and strife generated by Armstrong because Armstrong generated no such enmity and strife. The ORG's goal with the settlement agreement was to allow it to continue and accelerate the global enmity and strife it generated so as to increase its ideological power and financial profit through the dissemination of unchecked disinformation.

3. Armstrong denies that this action arises from his deliberate and repeated breaches of provisions of the agreement because there have been no breaches of the settlement agreement by Armstrong, but only responses to the ORG's attacks on Armstrong and other innocent victims in violation of the settlement agreement and the laws of the State of California, the laws of the United States, and moral and ethical standards. By such attacks the ORG waived its right to consider Armstrong's responses breaches of the agreement. Armstrong denies moreover that he can

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violate the agreement because its provisions are contrary to public policy and illegal. Armstrong denies that the ORG fully performed its obligations under the agreement; rather, it violated both the letter and spirit from the date of its signing. Armstrong denies that he never intended to keep his part of the bargain; rather Armstrong bent over backwards to try to live by the spirit of settlement, even not responding to the ORG's post-settlement attacks, as will be further set forth herein, until it was obvious that the ORG would not cease its attacks, and threatened him several times with litigation and attempted to force him through the settlement agreement to obstruct justice. It was the ORG which never intended to keep its part of the bargain and has maintained that not only the settlement agreement but the norms of human decency do not apply to it. Armstrong admits that, based on the representations of his lawyer that the referenced provisions were unenforceable and that the ORG lawyers also knew they were unenforceable, he also considered said provisions unenforceable. Armstrong denies that he ever extracted money from the ORG. The ORG settled with Armstrong because it was terrified about the imminent trial of his cross-complaint, and because it thought it could continue to attack him unchecked, having compromised his lawyer and removed him from Armstrong's defense. Armstrong denies that in June 1991 he had finished spending his money. In August 1990 Armstrong had given away all his assets for reasons unrelated to the ORG, except that he evaluated that because the ORG committed so much harm with its billions of dollars there was no reason not to give his money away, and that it was better to combat the ORG's tyranny without money than not to combat it with

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wheelbarrow loads of it. Armstrong denies that in June, 1991 he began any campaign, provided any confidential information to anyone, copies of any agreement, declarations, and paralegal assistance to any litigants. In June 1991 Armstrong attempted to bring peace to the ORG conflict into which the ORG had drawn him by its attacks on him and its other innocent victims. Armstrong denies that the ORG repeatedly demanded that Armstrong end his constant and repeated breach of the provisions of the agreement. There has never been a constant and repeated breach of the provisions of the agreement by Armstrong, nor has there ever been a repeated demand from the ORG. The ORG, in fact, has refused to communicate with Armstrong, but has only attacked him in ways which necessitated, and necessitates, Armstrong's response and by which the ORG waived, and waives, any right to demand an end to such responses and his efforts to defend himself and the tragic victims in the ORG's wake.

4. Armstrong denies that the ORG bargained for peace. It thought by the 1986 settlement that it had manipulated an opportunity to make war without its target being able to defend himself. Armstrong denies that the ORG seeks the Court's aid in obtaining peace. The ORG is using the Los Angeles Superior Court as a weapon in its arsenal for its war on Armstrong and its victims and perceived enemies. Armstrong admits that the ORG requests liquidated damages, but denies that the ORG is due such damages pursuant to the terms of the agreement, and states that said liquidated damages are invalid. By its acts in violation of the agreement the ORG has sacrificed its right to any relief, including damages. It is Armstrong who is due liquidated damages.

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Armstrong denies that the ORG requests injunctive relief to prevent additional and future breaches by Armstrong. There have been no breaches by Armstrong and there can be no future breaches by Armstrong because of the ORG's violations of the agreement and because the agreement itself is contrary to public policy and illegal.

5. Armstrong denies CSI's description of itself. It is an arm of a global enterprise operated by David Miscavige and a small band of conspiratorial underlings as a profit-making, anti-religious, totalitarian, psycho-political cult. Armstrong admits that CSI is incorporated under the laws of the State of California and has its principal offices in Los Angeles. Armstrong denies that Scientology is a religion, but is an antireligious, pseudo-scientific philosophy of aberration, deception and domination which employs a self-ascribed religious status so as to exploit the extraordinary benefits conferred by the religious liberty clauses of the First Amendment to the United States Constitution.

6. Armstrong admits that he is a resident of Marin County, California.

7. Armstrong lacks knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph and is therefore unable to admit or deny the same.

8. Armstrong admits the truth of the averments in this paragraph.

9. Armstrong admits that the agreement was entered into with the participation of respective counsel, but denies that it was after full negotiation. Armstrong denies that the provisions of the agreement were carefully framed by the parties and their

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counsel to accurately reflect the agreement of the parties. Armstrong only participated in the framing of one provision in the agreement, the one allowing him to keep his art. Armstrong was, in fact, carefully kept in the dark concerning the settlement provisions by the ORG and his counsel. The provisions, moreover, do not contain the actual agreement of the parties concerning their unenforceability. Nor do they contain the agreement whereby the ORG contracted with Armstrong's lawyer to not represent him in future litigation regarding the agreement. And they do not contain the agreement whereby Armstrong's lawyer would assist the ORG in allowing it to attack Armstrong without his response, nor the side indemnity agreement and other agreements with Armstrong's lawyer for a collusive appeal and rigged retrial of the underlying action. The purpose of the agreement was to engineer a reversal of Judge Breckenridge's 1984 decision holding for Armstrong on Scientology's complaint against Armstrong in Armstrong I.

10. Armstrong denies the totality of this paragraph. There never was a series of covert activities by Armstrong intended to discredit ORG leaders, spark government raids, create phony "evidence" of wrongdoing against the ORG and ultimately destroy the ORG and its leadership. ORG operatives came to Armstrong claiming that they feared for their lives and wanted his help as part of deceptive operation intended to set him up. The accusations in this paragraph are false and part of an ORG intelligence operation to cover up its own crimes and justify its outrageous and malicious attacks on Armstrong. The ORG injected the provisions into the agreement for the purpose of intimidating Armstrong and, having contracted with his lawyer to not defend him

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from ORG attacks, to make him open season for Fair Game.

11. Armstrong admits that when asked by ORG lawyer Lawrence Heller during the videotaped signing of the settlement agreement if he was acting of his own free will he said he was. Armstrong was, however, under great duress resulting from years of ORG abuse, threats and attacks, his manipulation by the ORG through his attorney as a deal-breaker during the settlement, and his knowledge of ORG policies of hatred and vindictiveness. Armstrong denies that in later 1991 he revealed for the first time that he believed at the time the agreement was signed the provisions were unenforceable. Armstrong put his opinion of the provisions' unenforceability in his declaration dated March 15, 1990, which the ORG received within a week of that date. Moreover, Armstrong's lawyer, Michael Flynn, advised Armstrong that he had advised the ORG in December 1986, <u>before the agreement was signed</u> that the provisions were unenforceable.

12. Armstrong does not answer these allegations of this paragraph inasmuch as they have been stricken by court order.

13. Armstrong admits the averments of this paragraph.

14. Armstrong admits the averments of this paragraph.

15. Armstrong admits the averments of this paragraph.

16. Armstrong denies each and every averment of this paragraph.

17. In answering the averments contained in this paragraph wherein CSI adopts by reference paragraphs 1 through 16 of its averments, Armstrong admits, denies and avers to the same effect and in the same manner as he admitted, denied and averred with respect to those specific paragraphs as previously set forth in

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this answer.

18. Armstrong admits the averments of this paragraph, but denies that the Aznarans were Scientology parishioners; they were Scientology victims. Scientology is not a religion.

19. Armstrong admits the averments of this paragraph.

20. Armstrong admits that while Yanny was acting as the Aznarans' counsel he asked Armstrong to help him, but denies that Yanny hired him as paralegal to work on the Aznaran case.

21. Armstrong admits that he agreed to travel to Los Angeles from Marin Country but denies that he asked Yanny to pay him $500.00 for his proposed help.

22. Armstrong admits the averments of this paragraph except that he denies that he provided "paralegal assistance." Armstrong did assist in drafting two evidentiary declarations, which he personally executed as a witness.

23. Armstrong lacks knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph and is therefore unable to admit or deny the same.

24. Armstrong denies each and every averment of this paragraph.

25. Armstrong denies each and every averment of this paragraph. Whatever assistance Armstrong gave Yanny in the Aznaran litigation caused the ORG no damage, but assisted it in its publicly stated goal of peace.

26. In answering the averments contained in this paragraph wherein CSI adopts by reference paragraphs 1 through 16 and 18 through 25 of its averments, Armstrong admits, denies and avers to the same effect and in the same manner as he admitted, denied and

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averred with respect to those specific paragraphs as previously set forth in this answer.

27. Armstrong admits the averments of this paragraph except that he denies that Yanny indicated to CSI's counsel that he represented Armstrong, and Armstrong denies that there exists any order of injunction prohibiting Yanny from representing Armstrong in any manner whatsoever on any matters relating to anyone.

28. Armstrong lacks knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph and is therefore unable to admit or deny the same.

29. Armstrong denies each and every averment of this paragraph. Armstrong adds, moreover, that if, as the ORG alleges, the Court in RTC v. Yanny rejected Yanny's defense which was supported by Armstrong's declarations, Armstrong could not with those declarations have aided Yanny.

30. Armstrong admits that he attached the settlement agreement to his July 16, 1991 declaration as an exhibit, but denies that he had agreed to keep the terms of the agreement confidential. Armstrong was under duress when signing the agreement and did not ever agree with the unenforceable conditions of the agreement including confidentiality regarding the agreement itself. Nevertheless, he did not discuss the agreement until after it was made public by the California Court of Appeal. Armstrong filed the agreement under seal in the Court of Appeal in February, 1990 in order to prevent a fraud upon the Court being perpetrated by the ORG, and it was the Court of Appeal which sua sponte unsealed the agreement. But prior to filing the agreement in the Court of Appeal, Armstrong had already been relieved of any

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conceivable obligation to keep the agreement confidential by the ORG's divulging of its contents in other litigations, and therefore waiving any right to have it remain confidential thereafter.

31. Armstrong admits that he has never paid the ORG $50,000, but denies that the ORG has ever demanded payment of $50,000, denies that he owes $50,000 to the ORG for anything and denies that whatever he has done at any time was a breach of the agreement. The agreement is illegal and against public policy and the ORG has by its own acts sacrificed any right it ever may have had to enforce any of its provisions.

32. In answering the averments contained in this paragraph wherein CSI adopts by reference paragraphs 1 through 16, 18 through 25 and 27 through 31 of its averments, Armstrong admits, denies and avers to the same effect and in the same manner as he admitted, denied and averred with respect to those specific paragraphs as previously set forth in this answer.

33. Armstrong admits the averments of this paragraph.

34. Armstrong admits that in August 1991 he began working in Ford Greene's office and that his paralegal duties at that time involved work on the Aznaran case. Armstrong denies that thereafter the Aznarans hired John Elstead. Armstrong admits that his employment in Greene's office has continued to the present, but he denies that his activities constitute a daily and continuing breach of any contract. The ORG's bargain has been rendered a nullity, because it is the ORG which has, through its attacks on Armstrong, its overweening reliance on Fair Game and similar antisocial policies, and its attempt to force upon the

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world an agreement illegal in the first place, done it to itself.

35. Armstrong denies each and every averment of this paragraph. The ORG's damages are self-inflicted, and they will cease only when the ORG ceases its suppressive, pathological, malevolent and suicidal conduct.

36. In answering the averments contained in this paragraph wherein CSI adopts by reference paragraphs 1 through 16, 18 through 25, 27 through 31 and 33 through 35 of its averments, Armstrong admits, denies and avers to the same effect and in the same manner as he admitted, denied and averred with respect to those specific paragraphs as previously set forth in this answer.

37. Armstrong admits the averments of this paragraph except that he denies that any of his actions are violations of the agreement and that he is required to pay the ORG one penny in liquidated damages.

38. Armstrong admits that he has not paid the ORG $50,000, but denies that the ORG ever made a demand for $50,000 and denies that whatever he has done is a breach of the agreement.

39. In answering the averments contained in this paragraph wherein CSI adopts by reference paragraphs 1 through 16, 18 through 25, 27 through 31, 33 through 35 and 37 and 38 of its averments, Armstrong admits, denies and avers to the same effect and in the same manner as he admitted, denied and averred with respect to those specific paragraphs as previously set forth in this answer.

40. Armstrong admits the averments of this paragraph except that he denies that the press release violated the agreement and that the press release constituted disclosures of his experiences

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with Scientology. Statements containing the same facts and similar language are contained in the public file in this case in which the ORG has sued Armstrong; therefore there is in the press release no disclosure. Moreover, the ORG, by itself using Armstrong's experiences in its litigations and to attack Armstrong after the settlement lost any right it may have once had to complain of Armstrong's discussing his experiences to counter its attacks. The agreement's confidentiality provisions are antithetical to civilized conduct, impossible to perform, contrary to public policy and illegal.

41. Armstrong admits the averments of this paragraph except that he denies that the distribution of the press release violated the provisions of the agreement. By suing Armstrong publicly, by attacking him publicly and by making public itself the conditions of the agreement, including filing the agreement in open court, the ORG waived any right it may have once had to object to Armstrong's public discussion of the litigation or the agreement it concerned. The agreement, moreover, is illegal; therefore it is unenforceable and Armstrong is not bound by any part of it.

42. Armstrong denies each and every averment of this paragraph.

43. In answering the averments contained in this paragraph wherein CSI adopts by reference paragraphs 1 through 16, 18 through 25, 27 through 31, 33 through 35, 37, 38 and 40 through 42 of its averments, Armstrong admits, denies and avers to the same effect and in the same manner as he admitted, denied and averred with respect to those specific paragraphs as previously set forth in this answer.

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44. Armstrong admits that on March 20, 1992 he and Greene granted the media interviews, but denies that such interviews were additional. Armstrong denies that any such interviews violated any part of the agreement. Armstrong admits that he stated that he is an expert in the misrepresentations Hubbard made about himself from the beginning of Dianetics until the day he died. Armstrong admits that he is such an expert. Armstrong lacks the information and knowledge sufficient to form a belief as to the truth of the averment in this paragraph that Exhibit C to the ORG's complaint is a true and correct transcription of the CNN broadcast and is therefore unable to admit or deny the same.

45. Armstrong denies each and every averment of this paragraph.

46. In answering the averments contained in this paragraph wherein CSI adopts by reference paragraphs 1 through 16, 18 through 25, 27 through 31, 33 through 35, 37, 38, 40 through 42 and 44 and 45 of its averments, Armstrong admits, denies and avers to the same effect and in the same manner as he admitted, denied and averred with respect to those specific paragraphs as previously set forth in this answer.

47. Armstrong admits that he agreed to appear voluntarily as an expert witness in the Hunziker case. He denies that his expertise is alleged and denies that his expertise is such that it should be set off in the ORG's complaint in quotation marks. He denies that his expertise is in Scientology, but rather in the fraud of Scientology and the ORG's doctrine of Fair Game. Armstrong admits that the World Institute of Scientology Enterprises, Inc. is named as a defendant in the Hunziker case,

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admits that it is an ORG dominated entity, but denies that it, nor any other ORG entity, is protected by the agreement.

48. Armstrong admits that he met with Rummond and Elstead, attorneys for plaintiffs in the Hunziker case, but denies that he discussed his experiences with any entities protected by the agreement. Armstrong denies that any entities are protected by the agreement because it is unenforceable on its face and, moreover, has been rendered void by the ORG's post-settlement attacks on Armstrong and its illegal efforts at enforcement. Armstrong admits that he agreed to appear for plaintiffs as an expert on the aspects of Scientology practices and beliefs of fraud and Fair Game.

49. Armstrong admits the averments of this paragraph except that he denies that he testified at length concerning CSI or any other ORG affiliated entities and individuals protected by the agreement, because no entities or individuals are protected by the agreement due to the ORG's acts to contravene it.

50. Armstrong admits that he produced documents during his March 3, 1992 deposition but denies that there are any documents referred to is paragraph 46 of the ORG's complaint. Armstrong denies moreover that any documents he produced at the deposition were in violation of any agreement.

51. Armstrong admits that he appeared for a deposition on or about March 12, 1992 in the Hunziker case. He denies that he claimed he had been given a subpoena not by the deposing attorney. Armstrong admits that he said he had been given a deposition subpoena by attorney Elstead and that Elstead had filled out the subpoena that morning. Armstrong admits that he refused to

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produce the subpoena, but lacks the information or knowledge to admit or deny the averment that it was not served on any of the parties to the case. Armstrong admits that he delivered documents to Elstead on or about March 8, 1992 and requested that he be served with a subpoena, but denies that his delivery of documents was in violation of the agreement.

52. Armstrong lacks the information or knowledge sufficient to form a belief as to what the ORG learned in April 1992 so as to that averment he cannot either admit or deny this allegation. Armstrong does deny that he reacquired any documents which he had previously returned to the ORG. And he denies that he produced any such documents either to Elstead or to opposing counsel at any time.

53. Armstrong denies each and every averment of this paragraph.

54. In answering the averments contained in this paragraph wherein CSI adopts by reference paragraphs 1 through 16, 18 through 25, 27 through 31, 33 through 35, 37, 38, 40 through 42, 44, 45 and 47 through 52 of its averments, Armstrong admits, denies and avers to the same effect and in the same manner as he admitted, denied and averred with respect to those specific paragraphs as previously set forth in this answer.

55. Armstrong denies each and every averment of this paragraph except that he did testify on or about April 7, 1992 in the Yanny case. The ORG compelled Armstrong to testify on that date in that case. The ORG filed the agreement publicly months before this deposition, and the ORG had forced Armstrong to file the agreement in the Court of Appeal, which sua sponte, unsealed

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it, because of the ORG's efforts to make him a party to its subversion of the justice system. The ORG, moreover, divulged the contents of the agreement at least as early as 1989, thus giving up any right it may have had to keep it confidential.

56. Armstrong denies each and every averment of this paragraph.

57. In answering the averments contained in this paragraph wherein CSI adopts by reference paragraphs 1 through 16, 18 through 25, 27 through 31, 33 through 35, 37, 38, 40 through 42, 44, 45, 47 through 52 and 55 of its averments, Armstrong admits, denies and avers to the same effect and in the same manner as he admitted, denied and averred with respect to those specific paragraphs as previously set forth in this answer.

58. Armstrong denies each and every averment of this paragraph.

59. Armstrong admits that he gave a declaration in the Aznaran litigation on August 26, 1991, but denies that his action was a violation of any provision of the agreement.

60. Armstrong admits that his declaration attached as exhibits the two documents referred to in paragraph 58 of the ORG's complaint, but denies that said attachment was in breach of any provisions of the agreement.

61. Armstrong denies each and every averment of this paragraph.

62. Armstrong denies each and every averment of this paragraph.

63. In answering the averments contained in this paragraph wherein CSI adopts by reference paragraphs 1 through 16, 18

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through 25, 27 through 31, 33 through 35, 37, 38, 40 through 42, 44, 45, 47 through 52, 54, 55 and 58 through 60 of its averments, Armstrong admits, denies and avers to the same effect and in the same manner as he admitted, denied and averred with respect to those specific paragraphs as previously set forth in this answer.

64. Armstrong lacks the information or knowledge sufficient to form a belief as to what the ORG learned in March 1992 so as to that averment he cannot either admit or deny.

65. Armstrong denies each and every averment of this paragraph.

66. Armstrong denies each and every averment of this paragraph. He denies moreover that his giving voluntary assistance to anyone not only does not harm the ORG but assists the ORG, and that such voluntary assistance to anyone cannot be proscribed by any agreement, and that any agreement which attempts to proscribe voluntary assistance is against public policy, violative of the Constitutional right to freedom of speech, association, press and religion, and is unenforceable.

67. In answering the averments contained in this paragraph wherein CSI adopts by reference paragraphs 1 through 16, 18 through 25, 27 through 31, 33 through 35, 37, 38, 40 through 42, 44, 45, 47 through 52, 54, 55, 58 through 60 and 64 and 65 of its averments, Armstrong admits, denies and avers to the same effect and in the same manner as he admitted, denied and averred with respect to those specific paragraphs as previously set forth in this answer.

68. Armstrong admits the averments of this paragraph, but denies that ORG entities CSI, CSC and RTC are protected by the

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agreement, because they cannot be protected legally by an illegal contract and they have acted themselves to vitiate and waive whatever protection they might at one time have had, if any.

69. Armstrong admits that in his May 27, 1992 declaration he did authenticate another declaration he had executed earlier. Armstrong lacks the information or knowledge sufficient to form a belief as to whether the transcript had at one time been ordered sealed in the earlier action between him and the ORG, so as to that averment he cannot either admit or deny. The transcript, however, has been a public document since 1982, and the tape recordings from which the transcript had originated have been found by the 9th Circuit Court of Appeals to contain evidence of criminal fraud and were released to the Criminal Investigation Division of the IRS. Armstrong denies that any of his acts are violations of any paragraphs of the agreement and denies that he is required to pay one cent to CSI.

70. Armstrong denies each and every averment of this paragraph.

71. In answering the averments contained in this paragraph wherein CSI adopts by reference paragraphs 1 through 16, 18 through 25, 27 through 31, 33 through 35, 37, 38, 40 through 42, 44, 45, 47 through 52, 54, 55, 58 through 60, 64, 65 and 68 and 69 of its averments, Armstrong admits, denies and avers to the same effect and in the same manner as he admitted, denied and averred with respect to those specific paragraphs as previously set forth in this answer.

72. Armstrong denies each and every averment of this paragraph.

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73. Armstrong denies each and every averment of this paragraph.

74. Armstrong denies each and every averment of this paragraph.

75. Armstrong denies each and every averment of this paragraph.

AFFIRMATIVE DEFENSES

76. Plaintiff is a single component of the Scientology Organization ("ORG") that, along with all of the Scientology-related beneficiaries of the settlement are subject to a unity of control exercised by David Miscavige. Plaintiff and all other Scientology-related organizations, entities and individuals were created by David Miscavige and his attorneys as an attempt to avoid payment of taxes and civil judgments and to confuse courts and those seeking redress for the civil and criminal misconduct of Miscavige and all other Scientology-related organizations, entities and individuals. Due to the unity of personnel, commingling of assets, and commonality of business objectives, any effort by plaintiff to separate itself as being independent and separate should be disregarded.

FIRST AFFIRMATIVE DEFENSE

(Failure To State A Cause Of Action)

77. Further answering said first amended complaint, and as a first, separate and affirmative defense thereto, these answering defendants repeat, reallege and incorporate by reference herein each and every allegation contained in paragraphs 1 through 16, 18 through 25, 27 through 31, 33 through 35, 37, 38, 40 through 42, 44, 45, 47 through 52, 54, 55, 58 through 60, 64, 65, 68, 69 and

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72 through 75 herein and allege as follows:

The complaint and each cause of action contained herein fails to state a cause of action against these defendants upon which relief can be granted.

SECOND AFFIRMATIVE DEFENSE

(This Court Cannot Enjoin The Practice Of A Profession)

78. Further answering said first amended complaint, and as a second, separate and affirmative defense thereto, these answering defendants allege as follows:

Any attempt by plaintiff to limit the ability to obtain gainful employment by these answering defendants, or any of them, is void and unenforceable as a matter of public policy, and constitutes an unenforceable restraint on the right of defendants, or any of them, to pursue their chosen profession.

THIRD AFFIRMATIVE DEFENSE

(Unclean Hands)

79. Further answering said first amended complaint, and as a third, separate and affirmative defense thereto, these answering defendants repeat, reallege and incorporate by reference herein each and every allegation contained in paragraphs 1 through 16, 18 through 25, 27 through 31, 33 through 35, 37, 38, 40 through 42, 44, 45, 47 through 52, 54, 55, 58 through 60, 64, 65, 68, 69, 72 through 75, 81, 82, 83, 87 and 88 herein and allege as follows:

Plaintiff is barred from bringing this action against these defendants and/or obtaining the equitable relief requested herein under the doctrine of unclean hands.

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FOURTH AFFIRMATIVE DEFENSE

(In Pari Delicto)

80. Further answering said first amended complaint, and as a fourth, separate and affirmative defense thereto, these answering defendants repeat, reallege and incorporate by reference herein each and every allegation contained in paragraphs 1 through 16, 18 through 25, 27 through 31, 33 through 35, 37, 38, 40 through 42, 44, 45, 47 through 52, 54, 55, 58 through 60, 64, 65, 68, 69, 72 through 75, and 81 through 88, herein and allege as follows:

Notwithstanding the things alleged of defendants in the complaint, which are denied in the applicable paragraphs herein, plaintiffs and their counsels' conduct in connection with the events giving rise to this action bars plaintiff from recovery with regard to the complaint under the doctrine of in pari delicto.

FIFTH AFFIRMATIVE DEFENSE

(Illegality)

81. Further answering said first amended complaint, and as a fifth, separate and affirmative defense thereto, these answering defendants repeat, reallege and incorporate by reference herein each and every allegation contained in paragraphs 1 through 16, 18 through 25, 27 through 31, 33 through 35, 37, 38, 40 through 42, 44, 45, 47 through 52, 54, 55, 58 through 60, 64, 65, 68, 69, 72 through 75, 81, 82, 83, 87 and 88, herein and allege as follows:

Plaintiff is barred from bringing this action as a result of its acts of illegality in connection with matters that give rise to this case. Particularly plaintiff and other Scientology-related entities engaged in a wholesale attempt to obstruct

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justice, suppress evidence in order to deny redress, due process, and equal protection of the law to its civil and criminal victims by means of obtaining settlements of litigation in actions in various state and federal courts across the United States. In each of those actions attorney Michael J. Flynn was attorney of record, or coordinating counsel for litigants adverse to Scientology. In each of those actions litigants adverse to Scientology were coerced into signing secret settlement agreements the terms of which were substantially similar to those set forth in the settlement agreement at issue herein.

Plaintiff is further barred from bringing this action because as a material part of entering the settlement agreement with defendant, plaintiff required defendant's counsel, Michael Flynn, to sign secret side agreements for indemnification for resolution of the retrial of Armstrong I were plaintiff and other Scientology-related entities successful in obtaining reversal of Judge Breckenridge's decision on appeal. In such agreement Scientology promised to limit its collections of damages to $25,001.00 and to indemnify Flynn for the payment thereof and Flynn, in turn, would indemnify Armstrong for any such judgment. The existence of these secret, side agreements were never disclosed to Armstrong by Flynn, plaintiff, or other Scientology-related entities.

Plaintiff is further barred from bringing this action because as a material part of entering said settlement agreements, it or its agents required attorney Flynn to promise never to take any anti-Scientology cases in the future. Thereafter, although Flynn has refused to provide any declarations for defendant Armstrong,

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he has been willing to provide documentary assistance to Scientology.

Plaintiff is further barred from bringing this action as a result of its acts of illegality in connection with the commission of acts giving rise to the action entitled Aznaran v. Church of Scientology of California, Case No C88-1786 JMI (Ex) in the United States District Court for the Central District of California (the "Aznaran case"); conduct by plaintiff, its counsel and others, including but not limited to the making of certain settlement proposals to Barry Van Sickle, Esq., for direct communication to Vicki and Richard Aznaran ("the Aznarans") knowing that Van Sickle had been disqualified from representing the Aznarans, and knowing that the Aznarans at the time were represented by Ford Greene and participating in conduct which resulted in the Aznarans (in hopes of facilitating settlement and in accordance with plaintiff's conditions) dismissing their counsel, Ford Greene, whereupon while the Aznarans were in pro per, plaintiff withdrew any offer of settlement and commenced loading up the record with voluminous, sophisticated and dispositive motions, including but not limited to two for summary judgment. In consequence thereof defendants, and each of them, provided aid and assistance to counsel whom the Aznarans subsequently employed for the purpose of preserving their rights to redress, due process and equal protection of the law.

Furthermore, other acts of illegality by plaintiff and other Scientology-related entities have been publicly documented. Plaintiffs have engaged in acts of impropriety, as set forth above, and including what the District Court in the Aznaran case referred to in a written order, entered after most of the events

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in issue herein, as "outrageous litigation tactics." Also, in addition to the Flynn settlement agreements the conduct of plaintiff and other Scientology-related organizations, entities and individuals against persons "adverse to Scientology" including citizens, counsel, judges and government authorities (including but not limited to illegal surveillance, obtaining telephone company records, breaking and entering, threatening conduct, and violence) have discouraged and intimidated knowledgeable persons from disclosing their knowledge about, or otherwise coming forward against, the illegal activities of plaintiff and other Scientology-related organizations, entities and individuals, and from assisting victims thereof to obtain redress, due process and equal protection of the law.

SIXTH AFFIRMATIVE DEFENSE

(Fraud and Deceit)

82. Further answering said first amended complaint, and as a sixth, separate and affirmative defense thereto, these answering defendants repeat, reallege and incorporate by reference herein each and every allegation contained in paragraphs 1 through 16, 18 through 25, 27 through 31, 33 through 35, 37, 38, 40 through 42, 44, 45, 47 through 52, 54, 55, 58 through 60, 64, 65, 68, 69, 72 through 75, and 81 through 88, herein and allege as follows:

Plaintiff is barred from bringing this action against these defendants, and each of them, because of its fraud and deceit in representing to defendants, and each of them, that its management had changed and no longer would engage in illegal activities, that it wanted to buy peace, that it would leave defendants, and each of them alone, and that the false affidavit that it required

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Armstrong to sign as a condition of the setlement would be disclosed only if Armstrong attacked the ORG. Plaintiff made the foregoing representations to defendants, and each of them, with knowledge of the falsity thereof at the time said representations were made and with the intent to deceive defendants, and each of them, who actually and justifiably relied on those material misrepresentations to their injury by signing the settlement agreement. In fact, plaintiff and other Scientology-related organizations, entities and individuals never intended to cease their illegal and immoral activities, never intended to buy peace with defendants, and each of them, never intended to leave Armstrong alone, never intended not to use the false declaration only if Armstrong attacked the ORG, and never intended to abide by the terms of the settlement agreement. Rather plaintiff and other Scientology-related entities intended to use the settlement agreement as a tool for the implementation of the Fair Game Policy and Scientology's litigation tactics so as to engineer a reversal of Judge Breckenridge's decision in Armstrong I, to collusively resolve any re-trial of Armstrong I, to obtain possession of the so-called MCCS tapes which were evidence of Scientology employing attorneys for the purpose of committing future crimes and frauds, to use the false declaration in other litigation without regard to Armstrong's conduct, and to otherwise obstruct justice and suppress evidence of facts which discredited plaintiff and other Scientology-related entities.

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Said Fair Game Policy states that any enemy of Scientology

"[m]ay be deprived of property or injured by any means by any Scientologist without any discipline of the Scientologist. May be tricked, sued or lied to or destroyed."

Scientology's litigation strategy is as follows:

"The law can be used very easily to harass, and enough harassment on somebody who is simply on the thin edge anyway, well knowing that he is not authorized, will generally be sufficient to cause his professional decease. If possible, of course, ruin him utterly."

From the outset, prior to the execution of the settlement agreement with defendant, and the execution of all other Flynn settlement agreements, it was the intent of plaintiff and other Scientology-related organizations, entities and individuals to continue to wage war on and harass Armstrong, to continue to engage in illegal activities and conduct, and to suppress evidence and obstruct justice by means of said agreements and to use said agreements as a tool of Fair Game and the litigation strategy of ruin in order to ensure that information regarding Scientology's crimes and civil misconduct would stay suppressed, and its criminal and civil victims would be denied legal redress and justice.

Moreover, Flynn advised Armstrong that he would always be

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available in the future to represent Armstrong if Armstrong had to litigate with the ORG in the future. Said statement was false and misleading because Flynn had signed an agreement with the ORG promising not to represent anti-ORG litigants in the future. Armstrong relied on the truth of Flynn's statement in signing the settlement agreement.

Plaintiff is further barred from bringing this action against these defendants, and each of them, because of the fraud and deceit against the Aznarans prior to July 1, 1991. Scientology-related organizations, through their counsel John J. Quinn ("Quinn") and William T. Drescher ("Drescher") caused material misrepresentations to be made to the Aznarans with knowledge of the falsity of the misrepresentations at the time they were made and with the intent to deceive the Aznarans, who actually and justifiably relied on those material misrepresentations to their injury, by substituting themselves into the Aznaran case as attorneys pro per in the place of their counsel, Ford Greene, whereupon plaintiffs filed motions for summary judgment against the Aznarans.

Specifically, Quinn, Drescher, and another attorney Barry Van Sickle, on or about June 5, 1991, met in a restaurant when they discussed the possible settlement of both the Aznaran case and the case of Corydon v. Church of Scientology, et al. and discussed certain settlement proposals with regard thereto. Obviously, knowing that Van Sickle had been disqualified at their insistence from representing the Aznarans in the Aznaran case because of his relationship with former Scientology counsel, Joseph A. Yanny, and well knowing that the Aznarans were represented by their Attorney

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of Record, Ford Greene, Quinn and Drescher made settlement proposals to Van Sickle regarding possible settlement of the Aznaran case. Quinn and Drescher, on behalf of certain Scientology-related entities, specifically discussed details regarding Van Sickle making direct settlement proposals to the Aznarans without the knowledge of their counsel of record, Ford Greene, and with the expectation that the Aznarans might thus be induced to then discharge their attorney, Greene. Furthermore, Drescher, in the presence of Quinn, expressly made it a condition of this meeting and these communications that these discussions would never be repeated and would not become the subject of declarations in either the Corydon case or the Aznaran case. By inducing Van Sickle to make settlement proposals to the Aznarans, the Scientology-related entities made Van Sickle their agent.

On June 20, 1991, or thereabouts, Quinn, Drescher and Van Sickle again met in a restaurant and again discussed joint settlement of the Corydon and Aznaran cases. At this meeting, Quinn and Drescher learned that the Aznarans were now discharging Ford Greene. Neither Quinn nor Drescher disclosed to Van Sickle during either of these restaurant meetings, or at any other relevant time, that plaintiffs were then finalizing substantial motions for summary judgment, and other dispositive motions in the Aznaran case.

Within a very short time thereafter, on July 1, 1991, the Aznarans substituted themselves into the Aznaran case in pro per in place of Greene who they had discharged, and whereupon plaintiffs filed its first motion for summary judgment against the Aznarans.

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Believing that they had taken a major step towards concluding a settlement agreement with certain Scientology-related entities, and instead suddenly facing a motion for summary judgment and without essential legal representation, the Aznarans contacted Joseph A. Yanny for assistance. Yanny contacted Quinn and requested that his client continue the hearing date on the summary judgment motion so that the Aznarans could obtain new legal counsel and oppose the motion for summary judgment. Quinn refused to continue the hearing date on the motion for summary judgment. Subsequently, the District Court reinstated Ford Greene as the Aznaran's counsel and shortly thereafter entered a written order referring to the "outrageous litigation tactics" being employed in the case. At the time that Greene was reinstated, and/or shortly thereafter, the Scientology-related litigants in the Aznaran case loaded up the record with six dispositive motions totalling 285 pages with in excess of 2,400 pages of exhibits. Greene had approximately three weeks to oppose all motions. Greene was and is a sole practitioner. Defendants, and each of them, were aware of the ploy described above and in an effort to preserve the Aznarans rights to redress, due process and equal protection of the law assisted Greene as a paralegal on the Aznaran case. But for the conduct of plaintiff, and other Scientology-related entities in the Aznaran case defendants, and each of them, would not have had to assist both Yanny and Greene.

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SEVENTH AFFIRMATIVE DEFENSE

(Estoppel)

83. Further answering said first amended complaint, and as a seventh, separate and affirmative defense thereto, these answering defendants repeat, reallege and incorporate by reference herein each and every allegation contained in paragraphs 1 through 16, 18 through 25, 27 through 31, 33 through 35, 37, 38, 40 through 42, 44, 45, 47 through 52, 54, 55, 58 through 60, 64, 65, 68, 69, 72 through 75, 81, 82 and 84 through 88, herein and allege as follows:

Plaintiff is equitably estopped from asserting each and all of the purported causes of action in the complaint by reason of its own acts, omissions, and conduct, or that of its agents, including, but not limited to the fact that it violated the settlement agreement in that it or its agents provided information from Armstrong I that was the subject of the settlement agreement to various persons and in various litigation including but not limited to The London Sunday Times, The Los Angeles Times, the instant litigation, the Corydon litigation, and in Church of Scientology of California v. Russell Miller and Penguin Books Limited in the High Court of Justice, Case No. 6140 in London, England, where a Scientology-related entity filed multiple affidavits attacking defendant Armstrong.

As yet a further basis for barring plaintiff on the ground of estoppel, defendant has requested plaintiff and other Scientology-related entities to release Flynn and his other former attorneys from the agreements they signed never to represent Armstrong again, and plaintiff and said entities have refused to do so.

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EIGHTH AFFIRMATIVE DEFENSE

(Waiver)

84. Further answering said first amended complaint, and as an eighth, separate and affirmative defense thereto, these answering defendants repeat, reallege and incorporate by reference herein each and every allegation contained in paragraphs 1 through 16, 18 through 25, 27 through 31, 33 through 35, 37, 38, 40 through 42, 44, 45, 47 through 52, 54, 55, 58 through 60, 64, 65, 68, 69, 72 through 75, 81, 82, and 83, herein and allege as follows:

Plaintiff is barred from bringing this action against these defendants, and each of them, by reason of their own acts, omissions and conduct, or that of its agents.

NINTH AFFIRMATIVE DEFENSE

(Mistake Of Law)

85. Further answering said first amended complaint, and as a ninth, separate and affirmative defense thereto, these answering defendants repeat, reallege and incorporate by reference herein each and every allegation contained in paragraphs 1 through 16, 18 through 25, 27 through 31, 33 through 35, 37, 38, 40 through 42, 44, 45, 47 through 52, 54, 55, 58 through 60, 64, 65, 68, 69, 72 through 75, 81 through 84, and 86 through 88, herein and allege as follows:

Plaintiff is barred from bringing this action against these defendants, and each of them, because defendant Armstrong's former attorney, Michael Flynn, advised said defendant that the provisions of the settlement agreement that plaintiff is seeking to enforce herein were not in any way enforceable. Armstrong

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relied on such representations, but for which he would not have signed said settlement agreement.

TENTH AFFIRMATIVE DEFENSE

(Mistake Of Fact)

86. Further answering said first amended complaint, and as a tenth, separate and affirmative defense thereto, these answering defendants repeat, reallege and incorporate by reference herein each and every allegation contained in paragraphs 1 through 16, 18 through 25, 27 through 31, 33 through 35, 37, 38, 40 through 42, 44, 45, 47 through 52, 54, 55, 58 through 60, 64, 65, 68, 69, 72 through 75, 81 through 84, and 86 through 88, herein and allege as follows:

Plaintiff is barred from bringing this action against these defendants, and each of them, because defendant Armstrong's former attorney, Michael Flynn, advised said defendant that the provisions of the settlement agreement that plaintiff is seeking to enforce herein were not in any way enforceable. Armstrong relied on such representations, but for which he would not have signed said settlement agreement.

ELEVENTH AFFIRMATIVE DEFENSE

(Conflict of Interest)

87. Further answering said first amended complaint, and as a tenth, separate and affirmative defense thereto, these answering defendants repeat, reallege and incorporate by reference herein each and every allegation contained in paragraphs 1 through 16, 18 through 25, 27 through 31, 33 through 35, 37, 38, 40 through 42, 44, 45, 47 through 52, 54, 55, 58 through 60, 64, 65, 68, 69, 72 through 75, 81 through 86, and 88, herein and allege as follows:

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Plaintiff is barred from bringing this action against these defendants, and each of them, because defendant Armstrong's former attorney, Michael Flynn, in conjunction with settling Armstrong's case against Scientology-related entities, also settled 30 other cases, including cases of his own against Scientology-related defendants without procuring outside counsel for defendant.

TWELFTH AFFIRMATIVE DEFENSE

(Duress and Undue Influence)

88. Further answering said first amended complaint, and as a Twelfth, separate and affirmative defense thereto, these answering defendants repeat, reallege and incorporate by reference herein each and every allegation contained in paragraphs 1 through 16, 18 through 25, 27 through 31, 33 through 35, 37, 38, 40 through 42, 44, 45, 47 through 52, 54, 55, 58 through 60, 64, 65, 68, 69, 72 through 75, 81 through 87, herein and allege as follows:

Plaintiff is barred from bringing this action against these defendants, and each of them, because plaintiff and other Scientology-related organizations, entities and individuals had implemented Fair Game Policy stratagems on defendant Armstrong's attorney, Michael J. Flynn and upon other anti-Scientology litigants and would continue such conduct against all such persons unless all said anti-Scientology litigants, including Flynn, signed settlement agreements substantially similar to that signed by defendant Armstrong.

Further, in early December 1986, attorney Flynn and other anti-Scientology litigants, postured Armstrong as a deal breaker, by stating that their desires to settle would be ruined unless defendant Armstrong agreed to settle and led him to believe if he

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did not sign the agreement, they would not cooperate in such event by acting as Armstrong's witnesses and zealous advocate on the trial of his cross-complaint against Scientology set to commence shortly thereafter in Armstrong I.

THIRTEENTH AFFIRMATIVE DEFENSE

(Laches)

89. Further answering said first amended complaint, and as a thirteenth, separate and affirmative defense thereto, these answering defendants allege as follows:

Plaintiff is barred from bringing this action against these defendants, and each of them, on the grounds of laches.

FOURTEENTH AFFIRMATIVE DEFENSE

(Impossibility)

90. Further answering said first amended complaint, and as a fourteenth, separate and affirmative defense thereto, these answering defendants allege as follows:

Plaintiff is barred from bringing this action against these defendants, and each of them, on the grounds of impossibility.

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FIFTEENTH AFFIRMATIVE DEFENSE

(Frustration of Contractual Purpose)

91. Further answering said first amended complaint, and as a fifteenth, separate and affirmative defense thereto, these answering defendants allege as follows:

Plaintiff is barred from bringing this action against these defendants, and each of them, on the grounds of frustrating defendants', and each of their, ability to perform the terms of the settlement agreement.

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SIXTEENTH AFFIRMATIVE DEFENSE

(Unfair and Unreasonable Contract)

92. Further answering said first amended complaint, and as a sixteenth separate and affirmative defense thereto, these answering defendants allege as follows:

Plaintiff is barred from bringing this action against these defendants, and each of them, on the grounds that the settlement agreement is unreasonable and unfair as to defendant Armstrong.

SEVENTEENTH AFFIRMATIVE DEFENSE

(Lack of Mutuality)

93. Further answering said first amended complaint, and as a seventeenth, separate and affirmative defense thereto, these answering defendants allege as follows:

Plaintiff is barred from bringing this action against these defendants, and each of them, on the grounds that the settlement agreement, as interpreted by plaintiff, lacks in reciprocity and mutuality.

EIGHTEENTH AFFIRMATIVE DEFENSE

(Ambiguity)

94. Further answering said first amended complaint, and as a eighteenth, separate and affirmative defense thereto, these answering defendants allege as follows:

Plaintiff is barred from bringing this action against these defendants, and each of them, on the grounds that the settlement agreement in ambiguous and incapable of enforcement.

NINETEENTH AFFIRMATIVE DEFENSE

(Lack of Adequate Consideration)

95. Further answering said first amended complaint, and as a

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TO A[illegible] CERTIFIED

nineteenth, separate and affirmative defense thereto, these answering defendants allege as follows:

Plaintiff is barred from bringing this action against these defendants, and each of them, on the grounds that the settlement agreement is not supported by adequate consideration.

TWENTIETH AFFIRMATIVE DEFENSE

(Unconscionability)

96. Further answering said first amended complaint, and as a twentieth separate and affirmative defense thereto, these answering defendants allege as follows:

Plaintiff is barred from bringing this action against these defendants, and each of them, on the grounds that the settlement agreement is unconscionable.

TWENTY-FIRST AFFIRMATIVE DEFENSE

(Adhesion)

97. Further answering said first amended complaint, and as a twenty-first, separate and affirmative defense thereto, these answering defendants allege as follows:

Plaintiff is barred from bringing this action against these defendants, and each of them, on the grounds that the settlement agreement is a contract of adhesion.

TWENTY-SECOND AFFIRMATIVE DEFENSE

(Hardship)

98. Further answering said first amended complaint, and as a twenty-second, separate and affirmative defense thereto, these answering defendants allege as follows:

Plaintiff is barred from bringing this action against these defendants, and each of them, on the grounds that the settlement

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agreement would work an unfair hardship on defendants, and each of them.

TWENTY-THIRD AFFIRMATIVE DEFENSE

(Offset)

99. Further answering said first amended complaint, and as a twenty-third, separate and affirmative defense thereto, these answering defendants allege as follows:

Any damages that plaintiff has suffered in consequence of the alleged conduct is exceeded by the damages suffered by defendants, and each of them, in consequence of the misconduct of plaintiff, and plaintiff's agents acts of Fair Game and therefore plaintiff should take nothing.

TWENTY-FOURTH AFFIRMATIVE DEFENSE

(Liquidated Damages Act As Penalty)

100. Further answering said first amended complaint, and as a twenty-fourth, separate and affirmative defense thereto, these answering defendants allege as follows:

Plaintiff is barred from bringing this action against these defendants, and each of them, on the grounds that the settlement agreement's provision of liquidated damages is not an approximation of damage, but is intended to act and does act as a penalty.

TWENTY-FIFTH AFFIRMATIVE DEFENSE

(First Amendment - Religion)

101. Further answering said first amended complaint, and as a twenty-fifth, separate and affirmative defense thereto, these answering defendants allege as follows:

Plaintiff is barred from bringing this action against these

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defendants, and each of them, on the grounds that the settlement agreement violates defendants', and each of them, right to freedom of religion guaranteed by the state and federal constitutions.

TWENTY-SIXTH AFFIRMATIVE DEFENSE

(First Amendment - Speech)

102. Further answering said first amended complaint, and as a twenty-sixth, separate and affirmative defense thereto, these answering defendants allege as follows:

Plaintiff is barred from bringing this action against these defendants, and each of them, on the grounds that the settlement agreement violates defendants', and each of them, right to freedom of speech guaranteed by the state and federal constitutions.

TWENTY-SEVENTH AFFIRMATIVE DEFENSE

(First Amendment - Press)

103. Further answering said first amended complaint, and as a twenty-seventh, separate and affirmative defense thereto, these answering defendants allege as follows:

Plaintiff is barred from bringing this action against these defendants, and each of them, on the grounds that the settlement agreement violates defendants', and each of them, right to freedom of press guaranteed by the state and federal constitutions.

TWENTY-EIGHTH AFFIRMATIVE DEFENSE

(First Amendment - Association)

104. Further answering said first amended complaint, and as a twenty-eighth, separate and affirmative defense thereto, these answering defendants allege as follows:

Plaintiff is barred from bringing this action against these defendants, and each of them, on the grounds that the settlement

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agreement violates defendants, and each of them, right to freedom of association guaranteed by the state and federal constitutions.

TWENTY-NINTH AFFIRMATIVE DEFENSE

(Privacy)

105. Further answering said first amended complaint, and as a twenty-ninth, separate and affirmative defense thereto, these answering defendants allege as follows:

Plaintiff is barred from bringing this action against these defendants, and each of them, on the grounds that the settlement agreement violates defendants, and each of them, right of privacy guaranteed by the state and federal constitutions.

THIRTIETH AFFIRMATIVE DEFENSE

(Implied Covenant of Good Faith and Fair Dealing)

106. Further answering said first amended complaint, and as a thirtieth, separate and affirmative defense thereto, these answering defendants allege as follows:

Plaintiff is barred from bringing this action against these defendants, and each of them, on the grounds that the conduct of plaintiff and its agents violates the implied covenant of good faith and fair dealing.

THIRTY-FIRST AFFIRMATIVE DEFENSE

(Justification - Defense of Another, Interests of Third Persons, and the Public)

107. Further answering said first amended complaint, and as a thirty-first, separate and affirmative defense thereto, these answering defendants repeat, reallege and incorporate by reference herein each and every allegation contained in paragraphs 1 through 16, 18 through 25, 27 through 31, 33 through 35, 37, 38, 40

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through 42, 44, 45, 47 through 52, 54, 55, 58 through 60, 64, 65, 68, 69, 72 through 75, 81 through 88, herein and allege as follows:

At all relevant times, the acts of these answering defendants were privileged and justified because they were done in the defense of others, the interests of third parties, the interests of justice, and the interests of the public.

THIRTY-SECOND AFFIRMATIVE DEFENSE

(Res Judicata)

108. Further answering said first amended complaint, and as a thirty-second, separate and affirmative defense thereto, these answering defendants allege as follows:

Plaintiff's complaint, and plaintiff's claims for equitable relief and for damages, are barred by the doctrine of res judicata.

THIRTY-THIRD AFFIRMATIVE DEFENSE

(Collateral Estoppel)

109. Further answering said first amended complaint, and as a thirty-second, separate and affirmative defense thereto, these answering defendants allege as follows:

Plaintiff's complaint, and plaintiff's claims for equitable relief and for damages, are barred by the doctrine of collateral estoppel.

THIRTY-FOURTH AFFIRMATIVE DEFENSE

(Failure to Mitigate Damages)

110. Further answering said first amended complaint, and as a thirty-fourth, separate and affirmative defense thereto, these answering defendants allege as follows:

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Plaintiff, and/or its agent, and/or its counsel, failed to take proper and reasonable steps to avoid or mitigate the damages alleged in the amended complaint, and to the extent of such failure to mitigate or to avoid, damages allegedly incurred by plaintiff, if any, should be reduced accordingly.

THIRTY-FIFTH AFFIRMATIVE DEFENSE

(Action Barred By Equity and Civil Code Provisions)

111. Further answering said first amended complaint, and as a thirty-fifth, separate and affirmative defense thereto, these answering defendants repeat, reallege and incorporate by reference herein each and every allegation contained in paragraphs 1 through 16, 18 through 25, 27 through 31, 33 through 35, 37, 38, 40 through 42, 44, 45, 47 through 52, 54, 55, 58 through 60, 64, 65, 68, 69, 72 through 75, 81 through 88, herein and allege as follows:

Plaintiff is barred from judicial relief by the general principles of equity and the specific provisions of Part IV of the Civil Code, including but not limited to §§ 3512, 3517, 3519, 3524, (without any admission of wrongdoing by defendants) and 3533.

THIRTY-SIXTH AFFIRMATIVE DEFENSE

(Void As Against Public Policy)

112. Further answering said first amended complaint, and as a thirty-sixth, separate and affirmative defense thereto, these answering defendants repeat, reallege and incorporate by reference herein each and every allegation contained in paragraphs 1 through 16, 18 through 25, 27 through 31, 33 through 35, 37, 38, 40 through 42, 44, 45, 47 through 52, 54, 55, 58 through 60, 64, 65,

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68, 69, 72 through 75, 81 through 88, herein and allege as follows:

Plaintiff is barred from judicial relief because the settlement agreement is void as against public policy.

THIRTY-SEVENTH AFFIRMATIVE DEFENSE

(The Settlement Agreement Cannot Be Specifically Enforced)

113. Further answering said first amended complaint, and as a thirty-seventh, separate and affirmative defense thereto, these answering defendants allege as follows:

Plaintiff is barred from judicial relief because the settlement agreement cannot be specifically enforced.

THIRTY-EIGHTH AFFIRMATIVE DEFENSE

(The Settlement Agreement Cannot Be Specifically Performed)

114. Further answering said first amended complaint, and as a thirty-eighth, separate and affirmative defense thereto, these answering defendants allege as follows:

Plaintiff is barred from judicial relief because the settlement agreement cannot be specifically performed.

THIRTY-NINTH AFFIRMATIVE DEFENSE

(Due Process)

115. Further answering said first amended complaint, and as a thirty-ninth, separate and affirmative defense thereto, these answering defendants allege as follows:

Plaintiff is barred from judicial relief because the settlement agreement deprives defendants, and each of them, other third parties and the public of due process of law as protected by the state constitution and by the Fifth and Fourteenth Amendments to the federal constitution.

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FORTIETH AFFIRMATIVE DEFENSE

(Equal Protection)

116. Further answering said first amended complaint, and as a thirty-ninth, separate and affirmative defense thereto, these answering defendants allege as follows:

Plaintiff is barred from judicial relief because the settlement agreement deprives defendants, and each of them, other third parties and the public of equal protection of law as protected by the state constitution and by the federal constitution.

FORTY-FIRST AFFIRMATIVE DEFENSE

(Right to Counsel)

117. Further answering said first amended complaint, and as a forty-first, separate and affirmative defense thereto, these answering defendants allege as follows:

Plaintiff is barred from judicial relief because the settlement agreement deprives defendants, and each of them, other third parties and the public of their right to counsel as protected by the state constitution and by the Sixth Amendment to the federal constitution.

FORTY-SECOND AFFIRMATIVE DEFENSE

(Public Domain)

118. Further answering said first amended complaint, and as a forty-second, separate and affirmative defense thereto, these answering defendants allege as follows:

Plaintiff is barred from judicial relief because the information that defendants, and each of them, are accused of disclosing is in the public domain.

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FORTY-THIRD AFFIRMATIVE DEFENSE

(Privilege)

119. Further answering said first amended complaint, and as a forty-third, separate and affirmative defense thereto, these answering defendants allege as follows:

Plaintiff is barred from judicial relief because the acts that defendants, and each of them, are accused of having committed are privileged.

DEMAND FOR JURY TRIAL

Defendants, and each of them, hereby demand this case be tried by a jury.

WHEREFORE, Defendant Armstrong prays for relief as follows:

1. That CSI takes nothing by its complaint;
2. That Armstrong recover his costs of suit herein;
3. That Armstrong recover his attorney's fees and costs of defending the suit herein;
4. That the Court award such further relief as it may deem proper.

Respectfully submitted,

DATED: July 21, 1992

HUB LAW OFFICES

By: _____
FORD GREENE
Attorney for Defendant

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VERIFICATION

I, the undersigned, am one of the defendants in the above entitled action. I know the contents of the foregoing Answer to Amended Complaint I certify that the same is true of my own knowledge, except as to the matters which are therein stated upon my information and belief, and as to those matters, I believe them to be true.

I declare under penalty of perjury that the foregoing is true and correct according to the laws of the State of California and that this declaration was executed on this 21st day of July at San Anselmo, California.

By: _____
GERALD ARMSTRONG

HUB LAW OFFICES
Fred Greene, Esquire
711 Sir Francis Drake Blvd.
San Anselmo, CA 94960
(415) 258-0360

VERIFICATION

I, the undersigned, am an officer of defendant The Gerald Armstrong Corporation in the above entitled action. I know the contents of the foregoing Answer to Amended Complaint I certify that the same is true of my own knowledge, except as to the matters which are therein stated upon my information and belief, and as to those matters, I believe them to be true.

I declare under penalty of perjury that the foregoing is true and correct according to the laws of the State of California and that this declaration was executed on this 21st day of July at San Anselmo, California.

By: _____
GERALD ARMSTRONG

HUB LAW OFFICES
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711 Sir Francis Drake Blvd.
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PROOF OF SERVICE

I am employed in the County of Marin, State of California. I am over the age of eighteen years and am not a party to the above entitled action. My business address is 711 Sir Francis Drake Boulevard, San Anselmo, California. I served the following documents: ANSWER OF GERALD ARMSTRONG AND THE GERALD ARMSTRONG CORPORATION TO AMENDED COMPLAINT

on the following person(s) on the date set forth below, by placing a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid to be placed in the United States Mail at San Anselmo, California:

Andrew Wilson, Esquire
WILSON, RYAN & CAMPILONGO
235 Montgomery Street, Suite 450
San Francisco, California 94104

LAURIE J. BARTILSON, ESQ.
Bowles & Moxon
6255 Sunset Boulevard
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Los Angeles, California 90028

Graham E. Berry, Esquire
LEWIS, D'AMATO, BRISBOIS & BISGAARD
221 North Figueroa Street. Suite 1200
Los Angeles, California 90012

PAUL MORANTZ, ESQ.
P.O. Box 511
Pacific Palisades, CA 90272

[x] (By Mail) I caused such envelope with postage thereon fully prepaid to be placed in the United States Mail at San Anselmo, California.

[x] (State) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

DATED: July 22, 1992

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FILED
OCT 17 1995
HOWARD HANSON
MARIN COUNTY CLERK
by J. Steele, Deputy

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Attorneys for Plaintiff
CHURCH OF SCIENTOLOGY
INTERNATIONAL

GAW

SUPERIOR COURT OF THE STATE OF

FOR THE COUNTY OF MARIN

CHURCH OF SCIENTOLOGY INTERNATIONAL, a California not-for-profit religious corporation, Plaintiff, vs. GERALD ARMSTRONG; DOES 1 through 25, inclusive, Defendants.	CASE NO. BC 157680 [PROPOSED] ORDER OF SUMMARY JUDGMENT AS TO THE THIRTEENTH, SIXTEENTH, SEVENTEENTH, AND NINETEENTH CAUSES OF ACTION DATE: October 6, 1995 TIME: 9:00 a.m. DEPT: 1 TRIAL DATE: Vacated

This matter came on for hearing on October 6, 1995, on motion of plaintiff Church of Scientology International ("the Church") for Summary Adjudication of the Thirteenth, Sixteenth, Seventeenth, and Nineteenth Causes of Action of the Second Amended Complaint. Plaintiff Church of Scientology International

appeared by its attorneys, Andrew H. Wilson of Wilson, Ryan & Campilongo and Laurie J. Bartilson of Bowles & Moxon, defendant Armstrong appeared by his attorney, Ford Greene. Having read and considered the moving and opposing papers, and the evidence and arguments presented therein and at the hearing, and good cause appearing:

IT IS ORDERED:

1. The Motion of Plaintiff for Summary Adjudication of Issues as to the Thirteenth, Sixteenth, Seventeenth, and Nineteenth Causes of Action of the Second Amended Complaint is GRANTED in favor of Plaintiff, Church of Scientology International, and against Defendant, Gerald Armstrong, in the amount of $200,000.

Plaintiff has met its burden of showing that defendant breached the settlement agreement and that it is entitled to liquidated damages of $50,000 for each breach. Defendant has failed to raise a triable issue as to any of the causes of action, as follows:

INVALIDITY OF LIQUIDATED DAMAGES PROVISION: Defendant's evidence regarding his attorneys' failure to represent his interests (see Facts 43 and 58) is hearsay and/or not based on personal knowledge. The opinion of defendant's attorney as to the validity of the provision (see, e.g., Facts 52-54, 57-60) is irrelevant and hearsay. The fact that two other clients signed a settlement agreement containing the same liquidated damages amount (see Facts 55-56 and 63-64) does not raise an inference that the provision was unreasonable. Defendant's evidence is insufficient to raise a reasonable inference of unequal

bargaining power (no personal knowledge shown that plaintiff, as opposed to Flynn, positioned defendant as a "deal breaker"; Flynn's statements hearsay; no personal knowledge shown of plaintiff's wealth; wealth alone does not raise inference of unequal bargaining power since no showing defendant desperate for money and had to accept on plaintiff's terms); Defendant's evidence does not raise an inference that plaintiff's calculation is "unfathomable" (Fourteenth Cause of Action seeks $50,000 for each of 18 letters; Nineteenth Cause of Action is based only on declarations, not on other contacts between defendant and attorney/other clients). Defendant fails to establish how he knows plaintiff had not been injured by his statements at the time of settlement.

DURESS: Flynn's statements to defendant are hearsay. (See, e.g., D's Facts 1C and 1D.) Further, defendant has not shown that plaintiff was aware of Flynn's purported duress of defendant. (See *Lesper v. Beltrami* (1959) 53 Cal.2d 195, 206.) Contrary to defendant's statement about duress, "careful weighing of options" is completely inconsistent with an absence "of the free exertise of his will power" or his having "no reasonable alternative to succumbing." (See *Philippine Export & Foreign Loan Guarantee Corp. v. Chuidian* (1990) 218 Cal.App.3D 1058, 1078; *In Re Marriage of Beltins* (1989) 212 Cal.App.3D 66, 84.)

FRAUD: Flynn's statements to defendant (see Fact 78) are hearsay. The Court finds that the portions of the agreement cited by defendant (see Facts 79 and 80) do not establish a mutual confidentiality requirement. Paragraph 7(I) only prohibits the parties from disclosing information in litigation

between the parties; paragraph 18(D) only prohibits disclosure of the terms of the settlement; defendant has not shown that plaintiff did either of those things. Further, "[s]omething more than nonperformance is required to prove the defendant's intention not to perform his promise." (*Tenzer v. Superscope, Inc.* (1985) 39 Cal.3d 18, 30-31).

NO SPECIFIC PERFORMANCE, BREACH OF EXPRESS AND IMPLIED COVENANT: Defendant relies on the purported mutuality requirement, which he has failed to establish.

FIRST AMENDMENT: First Amendment rights may be waived by contract. (See *ITT Telecom Products Corp. v. Dooley* (1989) 214 Cal.App.3D 307, 319.)

2. The plaintiff has asked that the exhibits which were previously ordered sealed be stricken as they are trade secrets, irrelevant to this motion. This request is GRANTED. They are not relevant. Further, they were filed by Mr. Armstrong in pro per when he is, in fact, represented by counsel.

Dated: October ___, 1995

OCT 17 1995

GARY W. THOMAS

GARY W. THOMAS
Judge of the Superior Court

Approved as to form:

Ford Greene
Attorney for Defendants Gerald Armstrong and the Gerald Armstrong Corporation

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INTERNATIONAL

FILED
OCT 17 1995
HOWARD HANSON
MARIN COUNTY CLERK
by J. Steele, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF MARIN

CHURCH OF SCIENTOLOGY INTERNATIONAL, a California not-for-profit religious corporation, Plaintiff, vs. GERALD ARMSTRONG; DOES 1 through 25, inclusive, Defendants.	CASE NO. BC 157680 ~~[PROPOSED]~~ GWT. 10/17/95 ORDER OF PERMANENT INJUNCTION DATE: October 6, 1995 TIME: 9:00 a.m. DEPT: 1 TRIAL DATE: Vacated

This matter came on for hearing on October 6, 1995, on motion of plaintiff Church of Scientology International ("the Church") for Summary Adjudication of the Twentieth Cause of Action of the Second Amended Complaint. Plaintiff Church of Scientology International appeared by its attorneys, Andrew H. Wilson of Wilson, Ryan & Campilongo and Laurie J. Bartilson of Bowles & Moxon,

defendant Armstrong appeared by his attorney, Ford Greene. Having read and considered the moving and opposing papers, and the evidence and arguments presented therein and at the hearing, and good cause appearing:

IT IS ORDERED:

The Church's motion for summary adjudication of the twentieth cause of action of the Second Amended Complaint is GRANTED. The Court finds that there is no triable issue of material fact as to any of the following:

1. Plaintiff and defendant freely and voluntarily entered into a Mutual Release of All Claims and Settlement Agreement ("Agreement") in December, 1986.

2. Plaintiff performed all of its obligations pursuant to the Agreement.

3. Defendant Armstrong received substantial consideration for the promises which he made in the Agreement.

4. Since 1990, defendant Armstrong has repeatedly breached paragraphs 7(D), 7(E), 7(H), 7(G), 10, 18(D) and 20 of the Agreement.

5. Between 1991 and the present, Armstrong breached paragraphs 7(G), 7(H) and 10 of the Agreement by providing voluntary assistance, exclusive of testimony made pursuant to a valid subpoena, to the following private individuals, each of whom was pressing a claim or engaged in litigation with plaintiff and/or one or more of the designated beneficiaries of the Agreement:

* Vicki and Richard Aznaran, anti-Scientology litigants in the case of Vicki Aznaran, et al. v. Church of Scientology International, United States District Court for the Central District of California, Case No. CV 88-1786 (JMI) [Sep.St.Nos. 11-16];

* Joseph A. Yanny, anti-Scientology litigant in the case of Religious Technology Center et al. v. Joseph Yanny, et al., Los Angeles Superior Court No. C 690211 and Religious Technology Center et al. v. Joseph Yanny, et al., Los Angeles Superior Court No. BC 033035 [Sep.St.Nos. 17-

20];

* Malcolm Nothling, anti-Scientology litigant in the matter between Malcolm Nothling and the Church of Scientology in South Africa, Adi Codd, Diane Kemp, Glen Rollins; Supreme Court of South Africa (Witwatzbsrand Local Division) Case No. 19221/88. [Sep.St.Nos. 21-24];

* Reader's Digest Corporation, anti-Scientology litigant in the case of Church of Scientology of Lausanne vs. Kiosk AG, Basel, Switzerland [Sep.St.Nos. 25-26];

* Richard Behar, anti-Scientology litigant in the case of Church of Scientology International v. Time Warner, Inc.; Time Inc. Magazine Company and Richard Behar, United States District Court, Southern District of New York, Case No. 92 Civ. 3024 PKL [Sep.St.Nos. 27-28];

* Steven Hunziker, anti-Scientology litigant in the case of Hunziker v. Applied Materials, Inc., Santa Clara Superior Court Case No. 692629 [Sep.St.Nos. 29-33];

* David Mayo, anti-Scientology litigant in the case of Religious Technology Center v. Robin Scott, et al., United States District Court for the Central District of California, Case No. 85-711 [Sep.St.Nos. 34-35];

* Cult Awareness Network, anti-Scientology litigant in the case of Cult Awareness Network v. Church of Scientology International, et al., Circuit Court of Cook County, Illinois, No. 94L804 [Sep.St.Nos. 38-39];

* Lawrence Wollersheim, anti-Scientology litigant in the cases of Lawrence Wollersheim v. Church of Scientology of California, Los Angeles Superior Court Number C332027 and Church of Scientology of California v. Lawrence Wollersheim, Los Angeles Superior Court Number BC074815 [Sep.St.Nos. 40-42];

* Ronald Lawley, anti-Scientology litigant in the cases of Religious Technology Center, et al. vs. Robin Scott, et al., U.S. District Court, Central

District of California, Case No. 85-711 MRP(Bx); Matter Between Church of Scientology Advanced Organization Saint Hill Europe and Africa, and Robin Scott, Ron Lawley, Morag Bellmaine, Stephen Bisbey in the High Court of Justice Queen's Bench Division, Case 1984 S No. 1675; and Matter Between Church of Scientology Religious Education College Inc., and Nancy Carter, Ron Lawley, Steven Bisbey, in the High Court of Justice Queen's Bench Division, Case 1986 C No. 12230 [Sep.St.Nos. 43-44];

* Uwe Geertz and Steven Fishman, anti-Scientology litigants in the case of Church of Scientology International v. Steven Fishman, et al., United States District Court for the Central District of California Number 91-6426 HLH(Tx) [Sep.St.Nos. 45-46];

* Tilly Good, a claimant against the Church of Scientology, Mission of Sacramento Valley [Sep.St.Nos. 36-37];

* Denise Cantin, a claimant against the Church of Scientology of Orange County; Church of Scientology of Boston; and Church of Scientology, Flag Service Organization [Sep.St.Nos. 36-37]; and

* Ed Roberts, a claimant against the Church of Scientology of Stevens Creek [Sep.St.Nos. 36-37].

6. Between 1992 and the present, Armstrong breached paragraph 7(D) of the Agreement by contacting media representatives, granting interviews and attempting to assist media representatives in the preparation for publication or broadcast magazine articles, newspaper articles, books, radio and television programs, about or concerning the Church and/or other persons and entities referred to in paragraph 1 of the Agreement. These media representatives included:

* Cable Network News: reporter Don Knapp, in March, 1992 [Sep.St.Nos. 47-48];

* American Lawyer Magazine: reporter Bill Horne, in March, 1992

[Sep.St.No. 49];

* Los Angeles Times: reporter Bob Welkos, in May, 1992; and reporter Joel Sappell, in June, 1993 [Sep.St.Nos. 50-51];

* CAN Video Interview, with anti-Scientologists "Spanky" Taylor and Jerry Whitfield, in November, 1992 [Sep.St.No. 52];

* KFAX Radio: interview planned but prevented in April, 1993 [Sep.St.No. 53];

* Newsweek Magazine: reporter Charles Fleming, in June, 1993 and August, 1993 [Sep.St.No. 54-56];

* Daily Journal: reporter Mike Tipping, in June, 1993 [Sep.St.No. 57];

* Time Magazine: reporter Richard Behar, in March, 1992 and in June, 1993 [Sep.St.Nos. 58-59];

* San Francisco Recorder: reporter Jennifer Cohen, in August, 1993 [Sep.St.No. 60];

* E! Entertainment Network: reporter Greg Agnew, in August, 1993 [Sep.St.No. 61];

* WORD Radio: Pittsburgh, Pennsylvania, interviewed in the fall of 1993 [Sep.St.No. 62];

* St. Petersburg Times: St. Petersburg, Florida, reporter Wayne Garcia, in the fall of 1993 [Sep.St.No. 63];

* Premiere Magazine: letter to the editor, in October, 1993 [Sep.St.No. 64];

* Mirror-Group Newspapers: United Kingdom, in May, 1994 [Sep.St.No. 65];

* Gauntlet Magazine: New York, New York, reporter Rick Cusick in June, 1994 [Sep.St.No. 66];

* Pacific Sun Newspaper: reporter Rick Sine, in June and July, 1994 [Sep.St.No. 67];

* Disney Cable: reporter Marsha Nix, in August, 1994 [Sep.St.No. 68]; and

* Tom Voltz: Swiss author writing a book about Scientology, in October, 1994 [Sep.St.No. 69].

7. Between 1992 and the present, Armstrong breached paragraph 7(D) of the Agreement by preparing and distributing at least three manuscripts concerning his claimed experiences in and with Scientology, including a treatment for a screenplay which he intends to turn into a film [Sep.St.Nos.70-71].

8. Between 1991 and the present, Armstrong further breached paragraph 7(D) of the Agreement by disclosing his claimed experiences in or with Scientology to each of the following persons or groups, not previously identified: Robert Lobsinger [Sep.St.No. 72]; the New York Times [Sep.St.No. 73]; Toby Plevin, Stuart Culter, Anthony Laing, Kent Burtner, and Margaret Singer [Sep.St.No. 74]; Priscilla Coates [Sep.St.No. 75]; Omar Garrison [Sep.St.No. 76]; Vaughn and Stacy Young [Sep.St.No. 77]; a Stanford University psychology class [Sep.St.No. 78]; attendees at the 1992 Cult Awareness Network Convention [Sep.St.No. 79]; and Hana Whitfield [Sep.St.No. 80].

9. Defendant Armstrong has reiterated numerous times that he intends to continuing breaching the Agreement unless he is ordered by the Court to cease and desist [Sep.St.Nos. 87-97].

10. Plaintiff's legal remedies are inadequate insofar as the scope of the relief ordered below is concerned. Tamarind Lithography Workshop, Inc. v. Sanders (1983) 143 Cal.App.3d 571, 577-578, 193 Cal.Rptr. 409, 413.

Accordingly, the Court finds that entry of a permanent injunction in this action is necessary in this action because pecuniary compensation could not afford the Church adequate relief, and the restraint is necessary in order to prevent a multiplicity of actions for breach of contract. Civil Code § 3422(1),(3). A ORDER of injunction is therefore entered as follows:

Defendant Gerald Armstrong, his agents, employees, and persons acting in concert or conspiracy with him are restrained and enjoined from doing directly or indirectly any of the following:

1. Voluntarily assisting any person (not a governmental organ or entity) intending to make, intending to press, intending to arbitrate, or intending to litigate a claim, regarding such claim or regarding pressing, arbitrating, or litigating it, against any of the following persons or entities:

- The Church of Scientology International, its officers, directors, agents, representatives, employees, volunteers, successors, assigns and legal counsel;
- The Church of Scientology of California, its officers, directors, agents, representatives, employees, volunteers, successors, assigns and legal counsel;
- Religious Technology Center, its officers, directors, agents, representatives, employees, volunteers, successors, assigns and legal counsel;
- The Church of Spiritual Technology, its officers, directors, agents, representatives, employees, volunteers, successors, assigns and legal counsel;
- All Scientology and Scientology affiliated Churches, organizations and entities, and their officers, directors, agents, representatives, employees, volunteers, successors, assigns and legal counsel;
- Author Services, Inc., its officers, directors, agents, representatives, employees, volunteers, successors, assigns and legal counsel;
- The Estate of L. Ron Hubbard, its executor, beneficiaries, heirs, representatives, and legal counsel; and/or
- Mary Sue Hubbard;

(Hereinafter referred to collectively as "the Beneficiaries");

2. Voluntarily assisting any person (not a governmental organ or entity) defending a claim, intending to defend a claim, intending to defend an arbitration, or intending to defend any claim being pressed, made, arbitrated or litigated by any of the Beneficiaries, regarding such claim or regarding defending, arbitrating, or litigating against it;

3. Voluntarily assisting any person (not a governmental organ or entity) arbitrating or litigating adversely to any of the Beneficiaries;

4. Facilitating in any manner the creation, publication, broadcast, writing, filming audio recording, video recording, electronic recording or reproduction of any kind of any book, article, film, television program, radio program, treatment, declaration, screenplay or other literary, artistic or documentary work of any kind which discusses, refers to or mentions Scientology, the Church, and/or any of the Beneficiaries;

5. Discussing with anyone, not a member of Armstrong's immediate family or his attorney, Scientology, the Church, and/or any of the Beneficiaries;

In addition, it is ORDERED that, within 20 days of the issuance of this Order, Armstrong shall:

1. Return to the Church any documents which he now has in his possession, custody or control which discuss or concern Scientology, the Church and/or any person or entity referred to in paragraph 1 of the "Mutual Release of All Claims and Settlement Agreement" of December, 1986, other than documents which have been filed in this litigation.

It is further ORDERED that during the pendency of this litigation, documents which have been filed in this litigation may be retained by Armstrong's counsel. Those documents are to remain sealed, in the possession of Mr. Greene or any successor counsel, and may not be distributed to third parties. At the conclusion of the instant litigation, it is ORDERED that all documents from this case in

counsel's possession which do not comprise counsel's work product will be delivered to counsel for plaintiff. Counsel's work product may be retained by Armstrong's counsel.

DATED: _____, 1995

OCT 17 1995

GARY W. THOMAS

THE HONORABLE GARY W. THOMAS
SUPERIOR COURT JUDGE

FILED

MAY 0 2 1996

MARIN COUNTY CLERK
BY: E. Keswick. Deputy

9783

THE FOREGOING IS A CORRECT COPY OF THE ORIGINAL ON FILE IN THIS OFFICE

Attest: AUG 13 1997

JOHN E. MONTGOMERY, Court Executive Officer
MARIN COUNTY COURTS
By: [illegible] Deputy

ANDREW H. WILSON - SBN 063209
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TELEFAX: (213) 953-3351

Attorneys for Plaintiff
CHURCH OF SCIENTOLOGY INTERNATIONAL

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF MARIN

BY FAX

CHURCH OF SCIENTOLOGY INTERNATIONAL, a California not-for-profit religious corporation; Plaintiff, vs. GERALD ARMSTRONG; DOES 1 through 25, inclusive, Defendants.	CASE NO. 157 680 [CONSOLIDATED] JUDGMENT Trial Date: Vacated

On October 6, 1995, the Court granted the motion of Plaintiff made under Code of Civil Procedure §437(c) on the ground that there is no defense to the action, and that judgment be entered for Plaintiff and against Defendants on the 13th, 16th, 17th and 19th causes of action of the Second Amended Complaint.

On January 27, 1995, the Court granted the motion of Plaintiff made under Code of Civil Procedure §437(c) on the ground that there was no defense to the action, for an order that judgment be entered for Plaintiff and against Defendants on the 4th and 6th causes of

WILSON, RYAN & CAMPILONGO
115 Sansome Street, Suite 400
San Francisco, California 94104

action of the Second Amended Complaint.

On October 6, 1995, the Court granted the motion of Plaintiff, made under Code of Civil Procedure §437(c) on the ground that there was no defense to the action, for an order that a permanent injunction be entered on behalf of Plaintiff and against Defendants.

On August 16, 1994, the Superior Court of California, County of Los Angeles, in which this action was then pending, granted the motion of Defendants under Code of Civil Procedure §437(c) on the ground that the causes of action asserted in the 2nd and 3rd causes of action on the Cross-Complaint of Gerald Armstrong, for an order that judgment be entered for Defendants and against Plaintiffs on said causes of action.

On March 7, 1996, the Court granted the motion of Cross-Defendant Church of Scientology made on the Code of Civil Procedure §437(c) on the ground that the action had no merit on the remaining claims set forth in the Cross-Complaint of Gerald Armstrong.

On February 21, 1996, Plaintiff filed its Cost Bill herein, seeking costs in the amount of $334,671.75.

In accordance with the above orders,

IT IS ORDERED, ADJUDGED AND DECREED that Plaintiff shall recover from Defendant the principal sum of $300,000 plus interest at the legal rate from the date of such orders in the sum of $21,923, for a total sum of $321,923.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the judgment of permanent injunction shall be entered against Defendant Armstrong in accordance with that certain ORDER OF PERMANENT INJUNCTION signed by this Court on October 17, 1995, a copy of which is attached hereto as Exhibit A.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Cross-Defendant shall have judgment against Cross-Complainant upon the Cross-Complaint of Gerald Armstrong.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Plaintiff shall recover from Defendant its costs in the sum of $334,671.75.

Dated: APRIL 29, 1991

JUDGE OF THE SUPERIOR COURT

CALIFORNIA COURT OF APPEAL
FIRST APPELLATE DISTRICT
DIVISION FOUR

FILED
Court of Appeal - First App. Dist.
DEC 23 1997
RON D. BARROW, CLERK
BY _____ Deputy

CHURCH OF SCIENTOLOGY INTERNATIONAL,
Respondent,

v.

GERALD ARMSTRONG,
Appellant.

A075027
Marin County No. 157680

BY THE COURT:

The request to file a late opposition to the motion to dismiss is granted and the December 17, 1997 opposition is accepted for filing.

The motion to dismiss the appeal is granted. The appeal is hereby dismissed.

Date: [illegible] 1997

HANLON, P.J.

Andrew H. Wilson
WILSON, RYAN & CAMPILONGO
235 Montgomery Street
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San Francisco, California 94104
(415) 391-3900

Attorneys for Plaintiff
CHURCH OF SCIENTOLOGY INTERNATIONAL

FILED

JUN 05 1997

JOHN P. MONTGOMERY,
Court Executive Officer
MARIN COUNTY COURTS
By: C. Baker, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF MARIN

CHURCH OF SCIENTOLOGY INTERNATIONAL, a California not-for-profit religious corporation; Plaintiff, vs. GERALD ARMSTRONG; DOES 1 through 25, inclusive, Defendants.	Case No. 152229 ORDER OF CONTEMPT

The contempt proceedings against Defendant GERALD ARMSTRONG came on for hearing by the Court on May 23, 1997 pursuant to this Court's ORDER TO SHOW CAUSE RE CONTEMPT issued on February 18, 1997, and further pursuant to this Court's ORDER ALLOWING SERVICE OF THE ORDER TO SHOW CAUSE RE CONTEMPT issued on March 5, 1997. Petitioner CHURCH OF SCIENTOLOGY INTERNATIONAL appeared by its counsel, Andrew H. Wilson. Defendant ARMSTRONG did not appear nor did Defendant file any opposition or evidence.

GOOD CAUSE APPEARING THEREFOR, the Court makes the following findings:

1. On October 17, 1995 this Court entered an Order of Permanent Injunction against ARMSTRONG (the "Order") following motions for summary adjudication brought by Plaintiff. This

EXHIBIT A

Order was later incorporated into a judgment entered against Mr. Armstrong on May 2, 1996 (the "Judgment"). The Order prohibits ARMSTRONG from voluntarily assisting any persons litigating claims adverse to the "Beneficiaries" and from creating or publishing "works" discussing any of the Beneficiaries. One of the Beneficiaries is a corporation known as Religious Technology Center ("RTC").

2. The Order was valid when rendered and remains fully enforceable, notwithstanding ARMSTRONG's appeal of the Judgment. The filing of a Notice of Appeal does not render a valid order unenforceable.

3. ARMSTRONG had knowledge of the Order. ARMSTRONG's counsel appeared at the hearing pertaining to the Order and received Notice of Entry. ARMSTRONG also received a Notice of Entry of Order which was served on his counsel. ARMSTRONG's actual knowledge of the Order is also shown by the fact that ARMSTRONG himself signed and filed a Notice of Appeal of the Judgment.

4. ARMSTRONG had the ability to comply with the Order. The Order was specific. It prohibited ARMSTRONG from voluntarily assisting any person arbitrating or litigating adversely to the Beneficiaries and also prohibited ARMSTRONG from facilitating in any manner the creation, publication, broadcast, writing, electronic recording or reproduction of various documentary works. There has been no suggestion, and certainly no showing by ARMSTRONG, that he is incapable of complying with the Order.

///

EXHIBIT A

5. ARMSTRONG willfully disobeyed the Order. On or about January 26, 1997, ARMSTRONG sent a document entitled DECLARATION OF GERALD ARMSTRONG to United States District Judge Ronald M. Whyte. Judge Whyte was at the time presiding over three cases in which the plaintiff is RTC. In the Declaration, ARMSTRONG recites his understanding that he was prohibited from sending such a Declaration directly to litigants and states that he is instead sending it directly to Judge Whyte in the hopes of influencing his decision on a pending matter. This evidences ARMSTRONG's willful disobedience of the Order and Judgment.

IT IS HEREBY ADJUDGED, ORDERED AND DECREED that Defendant GERALD ARMSTRONG is guilty of Contempt of Court for a failure to obey the Order and Judgment by sending the Declaration, as described above, to Judge White. As set forth above, the Order was valid and enforceable; ARMSTRONG had knowledge of the Order, had the ability to comply with the Order and willfully disobeyed the Order.

IT IS FURTHER ADJUDGED, ORDERED AND DECREED that Defendant GERALD ARMSTRONG is to be punished for the foregoing contempt by a fine of $1,000.00 and confinement in the County Jail for a period not to exceed 48 hours.

Dated: JUN 03 1997

GARY W. THOMAS
JUDGE OF THE SUPERIOR COURT

docs\pic\ac\C2.003\contempt.ord

EXHIBIT

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CLAUDETTE C. GREENE SBN 184437
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Attorneys for Plaintiff
CHURCH OF SCIENTOLOGY INTERNATIONAL

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF MARIN

CHURCH OF SCIENTOLOGY INTERNATIONAL, a California not-for-profit religious corporation; Plaintiff, vs. GERALD ARMSTRONG; DOES 1 through 25, inclusive, Defendants.	Case No. 152229 ~~BENCH~~ WARRANT (Civil) **BY FAX**

The People of the State of California to any peace officer of this state:

On October 17, 1995, this Court entered an Order of Permanent Injunction against Defendant GERALD ARMSTRONG ("ARMSTRONG"). The Order prohibits ARMSTRONG from voluntarily assisting any persons litigating claims adverse to the "Beneficiaries" and prohibiting "works" discussing any of the Beneficiaries. The Order was valid. ARMSTRONG had knowledge of the Order. ARMSTRONG has the ability to comply with the Order.

ARMSTRONG willfully disobeyed the Order by sending a declaration to Judge White.

The contempt proceedings against ARMSTRONG came on for hearing by the above-referenced Court on May 23, 1997 pursuant to this

WILSON CAMPILONGO LLP
115 Sansome Street, Suite 400
San Francisco, California 94104

Filed By Fax & File

SCDLOGIWT

Court's ORDER TO SHOW CAUSE RE CONTEMPT issued on February 18, 1997, and pursuant to this Court's ORDER ALLOWING SERVICE OF THE ORDER TO SHOW CAUSE RE CONTEMPT issued on March 5, 1997. ARMSTRONG did not appear nor did ARMSTRONG file any opposition or evidence. An ORDER OF CONTEMPT was issued by this Court on June 5, 1997 (A true and correct copy of this order is attached and highlighted here as Exhibit A).

YOU ARE THEREFORE ORDERED forthwith to arrest GERALD ARMSTRONG whose last known address: 715 Sir Francis Drake Boulevard, San Anselmo, CA 94960-1949 and bring him before this Court to show cause why he should not be punished for contempt for disobeying the mandate of this Court.

Arrest under this bench warrant may be made at any time of the day or night.

Bail is fixed in the sum of $ 5,000 (and pursuant to the ORDER OF CONTEMPT, including a fine of $1000.00 and confinement in the County Jail for a period not to exceed 48 hours).

IT IS SO ORDERED

Date: Aug 6, 1997

Gary W. Thomas
JUDGE OF THE SUPERIOR COURT

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Attorneys for Plaintiff/Judgment Creditor

FILED

FEB 20 1998

JOHN P. MONTGOMERY,
Court Executive Officer
MARIN COUNTY COURTS
By: T. Olsen, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF MARIN

CHURCH OF SCIENTOLOGY INTERNATIONAL, a California not-for-profit religious corporation. Plaintiff, vs. GERALD ARMSTRONG; MICHAEL WALTON; THE GERALD ARMSTRONG CORPORATION, a California for-profit corporation; DOES 1 through 100, inclusive, Defendants.	CASE NO. 152229 CASE NO. 157680 (CONSOLIDATED) SECOND ORDER OF CONTEMPT

The second post-judgment contempt proceedings against Defendant GERALD ARMSTRONG, on the Court's Order to Show Cause issued on December 2, 1997, came before this Court on January 30, 1998 at approximately 1:45 p.m. Defendant Armstrong failed to appear. The Court has reviewed all papers submitted and has taken oral argument.

GOOD CAUSE APPEARING THEREFOR, the Court makes the following findings:

1. On October 17, 1995, this Court entered an Order of Permanent Injunction against Armstrong (the "Order") and subsequently incorporated the Order into a judgment entered against Armstrong on May 2, 1996 (the "Judgment"). By this Court's Order, Armstrong is prohibited from voluntarily assisting any persons litigating claims adverse to the "Beneficiaries"; from "facilitating in any manner the creation, publication, broadcast, writing, filming, audio recording, video recording, electronic recording or reproduction of any kind of any book, article, film, television program, radio program, treatment, declaration, screenplay or other literary, artistic or documentary work of any kind which discusses, refers to or mentions Scientology, the Church, and/or any of the Beneficiaries"; and from discussing with anyone, not a member of Armstrong's immediate family or his attorney, Scientology, the Church, and/or any of the Beneficiaries".

2. The Order was valid when rendered and remains fully valid and enforceable. The Court notes that Armstrong's appeal of the Judgment has been dismissed. The Court notes further, however, that even during the pendency of Armstrong's appeal, he was obligated to obey the lawful Order of this Court.

3. Armstrong had knowledge of the Order and, further, that he had the ability to comply with the Order. The Order was specific as to the restrictions it imposed upon Armstrong. There has been no showing, nor suggestion, that he is incapable of complying with the Order. Rather there is ample evidence before this Court that Armstrong has knowingly and deliberately chosen to breach and/or disregard this Court's Order, on numerous occasions.

4. Upon review of the full record before it, this Court has determined that Armstrong has willfully disobeyed the Order. The Court has determined that in thirteen (13) separate incidents between September 2, 1997 and November 26, 1997, Armstrong knowingly and willfully disobeyed the Order of this Court, as follows:

(a) On or about September 2, 1997, in violation of the Order, Armstrong created and caused to be widely disseminated by means of the Internet a documentary work which

discussed CSI and other beneficiaries of the Settlement Agreement. See Declaration of Andrew H. Wilson in support of Ex Parte Application for Order to Show Cause re Contempt, Exhibit E.

(b) On or about October 14, 1997, in violation of the Order, Armstrong created and caused to be widely disseminated by means of the Internet a documentary work which violated the terms of the above referenced Judgment. See Wilson declaration, Exhibit F.

(c) On or about October 14, 1997, in violation of the Order, Armstrong created and caused to be widely disseminated by means of the Internet a documentary work which violated the terms of the above referenced Judgment. See Wilson declaration. Exhibit G.

(d) Also on or about October 14, 1997, in violation of the Order, Armstrong created and caused to be widely disseminated by means of the Internet a documentary work which violated the terms of the above referenced Judgment. See Wilson declaration, Exhibit H.

(e) On or about October 20. 1997, in violation of the Order, Armstrong created and caused to be widely disseminated by means of the Internet a documentary work which violated the terms of the above referenced Judgment. See Wilson declaration. Exhibit I.

(f) Also on or about October 20, 1997, in violation of the Order, Armstrong created and caused to be widely disseminated by means of the Internet a documentary work which violated the terms of the above referenced Judgment. See Wilson declaration, Exhibit J.

(g) On or about October 23. 1997, Armstrong caused to be widely disseminated by means of the Internet a letter written to the Hon. Alfonse D'Amato concerning the efforts of CSI to combat religious discrimination in Germany. This action constituted the publication and/or broadcast of a documentary work which violated the terms of the above referenced Judgment. See Wilson declaration. Exhibit K.

(h) In or about early October, 1997, in violation of the Order, Armstrong voluntarily and willingly participated in a videotaped interview during which he violated the

terms of the above referenced Judgment. Armstrong was informed prior to the interview that it was being recorded for broadcast on British television. See Wilson declaration, Exhibit C.

(i) In or about October, 1997, Armstrong gave a speech on or about October 26, 1997. In that speech, Armstrong violated the Injunction and the above referenced judgment

(j) During that same visit, Armstrong gave an interview to the Berliner *Zeitung*, resulting in an article in that publication, an examination of which article clearly shows that the interview given violated the Injunction. See Wilson declaration, Exhibits M and N.

(k) On October 28, 1997, Armstrong traveled to Hamburg, Germany where he appeared at a public event. During which, Armstrong committed further violations of the terms of the Judgment, as reprinted in the October 28th edition of the *Frankfurter Rundschau*. See Wilson declaration. Exhibits P.

(l) Also on this trip to Germany, Armstrong gave interviews to at least three television interviewers resulting in broadcasts on Germany TV channels N-TV, B1 TV and SAT 1 TV. In addition to this, Armstrong was interviewed by the regional newspaper *Taz*, resulting in the article of October 28, 1997. See Wilson declaration. Exhibits Q and R.

(m) On that date November 26, 1997, Armstrong created another Internet posting which purported to be a verbatim transcription of a complaint which Armstrong had recently filed in the United States District court for the District of Nevada. See Wilson declaration. Exhibit S. This complaint is a "documentary work" concerning a "beneficiary" as contemplated by the Order while the filing of this complaint is privileged. its publication on the Internet is not and is a violation of the terms of the Judgment.

IT IS HEREBY ADJUDGED, ORDERED AND DECREED that Defendant Armstrong is guilty of 13 separate acts of Contempt of Court for his repeated failures to obey the Order and Judgment. As set forth above, the Order at all times was and remains valid and enforceable; Armstrong had knowledge of the Order, and the ability to comply with this Order. He willfully and repeatedly disobeyed the Court's Order.

IT IS FURTHER ADJUDGED, ORDERED AND DECREED that Defendant Gerald

Armstrong is to be punished for the foregoing contempt by a fine of $200 for each separate violation (for a total of $2,600) and confinement in the County Jail for a period of two days (48 hours) for each separate violation (for a total of 26 days). Armstrong is to surrender himself to Marin County law enforcement officers for the enforcement of said penalties on or before February 10, 1998. Should Armstrong fail to do so, a bench warrant will be issued for his immediate arrest and incarceration until the fines imposed for his acts of contempt are satisfied. Should such a bench warrant be necessary, bail on the warrant is set at $10,000 (ten thousand dollars).

DATED: 2-11-98, 1998.

GARY W. THOMAS

JUDGE OF THE SUPERIOR COURT

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Attorneys for Plaintiff
CHURCH OF SCIENTOLOGY INTERNATIONAL

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF MARIN

CHURCH OF SCIENTOLOGY INTERNATIONAL, a California not-for-profit religious corporation, Plaintiff, vs. GERALD ARMSTRONG; DOES 1 through 25, inclusive, Defendants.	CASE NO. 152229 **BENCH WARRANT (CIVIL)**

The People of the State of California to any peace officer of this state:

On October 17, 1995 this Court entered an Order of Permanent Injunction against Defendant GERALD ARMSTRONG ("ARMSTRONG"). The Order prohibits ARMSTRONG from voluntarily assisting any persons litigating claims adverse to the "Beneficiaries" and prohibiting "works" discussing any of the Beneficiaries. The Order was valid. ARMSTRONG had knowledge of the Order. ARMSTRONG has the ability to comply with the Order.

ARMSTRONG willfully disobeyed the Order on thirteen (13) separate occasions between September 2, 1997 and November 26, 1997, which were brought to the attention of this court on December 2, 1997 which on that date issued an Order to Show Cause re Contempt for those

violations. Said OSC re Contempt was heard by the Hon Gary W. Thomas on January 30, 1998 and, on February 11, 1998 Judge Thomas signed the SECOND ORDER OF CONTEMPT, a true and correct copy of which is attached hereto and incorporated herein by reference as Exhibit A.

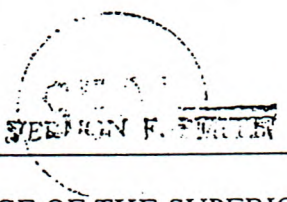
YOU ARE THEREFORE ORDERED forthwith to arrest GERALD ARMSTRONG whose last known address: 715 Sir Francis Drake Boulevard, San Anselmo, CA 94960-1949 and bring him before this Court to show cause why he should not be punished for contempt for disobeying the mandate of this Court.

Arrest under this bench warrant may be made at any time of the day or night.

Bail is fixed in the sum of $ 10,000 (and pursuant to the ORDER OF CONTEMPT, including a fine of $2600.00 and confinement in the County Jail for a period not to exceed 26 days).

IT IS SO ORDERED

Date: MAY 15 1998



JUDGE OF THE SUPERIOR COURT

SCI02-003.Bench Warrant

Gerald Armstrong
46109 Princess Avenue
Chilliwack, B.C.
V2P 2A6 Canada
(604)795-5852

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF MARIN

CHURCH OF SCIENTOLOGY INTERNATIONAL, a California nonprofit religious corporation, Plaintiff, vs. GERALD ARMSTRONG, Defendant.	CASE NO. 152229 **OPPOSITION TO ORDER TO SHOW CAUSE RE CONTEMPT; DECLARATION OF GERALD ARMSTRONG** Date: January 17, 2001 Time: 0930 Department: F

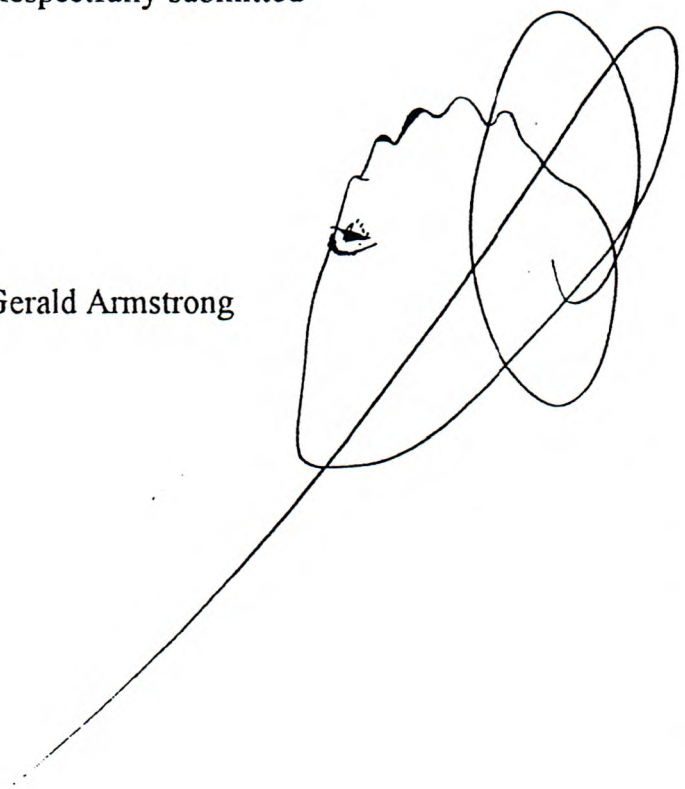
Defendant Gerald Armstrong answers this Court's order to show cause why he should not be held in contempt as supplicated by plaintiff "Church of Scientology International," ("Scientology"), and opposes the grant of an order of contempt on the grounds that the Injunction Scientology is trying to enforce by way of jailing and fining him is unlawful, specifically, obstructive of justice, against public policy, unnecessarily and impermissibly violative of his rights to freedom of religion, freedom of speech, freedom of assembly, and due process, and freedom from slavery, and impossible to enforce, as demonstrated by everything which has transpired since the injunction was crafted by Scientology and signed by former Superior Court Judge Gary W. Thomas in October, 1995.

Armstrong requests that this Court deny Scientology's motion, declare the Injunction unlawful, cancel the two earlier contempt orders, and withdraw the warrants

issued for his arrest in California.

This opposition is based on the declaration of Gerald Armstrong which follows, the exhibits thereto, and the complete record in this case.

Respectfully submitted



Gerald Armstrong

PROOF OF SERVICE

I am over the age of eighteen years and am not a party to the above entitled action. My business address is 46109 Princess Avenue, Chilliwack, B.C. V2P 2A6. Canada I served the following document:

Opposition to Order To Show Cause Re Contempt; Declaration of Gerald Armstrong

on the following person(s) on the date set forth below, by Federal Express International Overnight Service:

Andrew Wilson, Esquire
WILSON CAMPILONGO
475 Gate 5 Road
Sausalito, CA 94965

I declare under penalty of perjury under the laws of the State of California, United States and Canada that the above is true and correct.

DATED: January 9, 2001

_____

Gerald Armstrong
46109 Princess Avenue
Chilliwack, B.C.
V2P 2A6 Canada
(604)795-5852

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF MARIN

CHURCH OF SCIENTOLOGY INTERNATIONAL, a California nonprofit religious corporation, Plaintiff, vs. GERALD ARMSTRONG, Defendant.	CASE NO. 152229 **DECLARATION OF GERALD ARMSTRONG IN SUPPORT OF OPPOSITION TO SCIENTOLOGY'S MOTION TO HAVE HIM HELD IN CONTEMPT OF COURT** Date: January 17, 2001 Time: 0930 Department: F

DECLARATION OF GERALD ARMSTRONG

I, Gerald Armstrong declare:

1. I am the defendant in this case.

2. Scientology and Mr.Wilson state in their ex parte application for an order to show cause re contempt ("App."): "There was no appeal from the Injunction." (App., Memo, 4:3) They repeat this assertion in their supplemental memorandum of points and authorities in support of the motion for order of contempt ("Supp. Memo.") at 4:24. These statements are untrue. Appended hereto as Exhibit A, is a true and correct copy of my appellant's opening brief timely filed in the California Court of Appeal, First Appellate District, Division Four in Appeal No. A075027. This is "an appeal from the Injunction."

3. This opening brief was served on Mr. Wilson and on the Clerk of the Marin Superior Court, and must now be in the Court's file in this case. The Clerk's Transcript on Appeal

was prepared by the Clerk of the Marin Superior Court and the original of the Clerk's Transcript, which consists of 35 volumes of filed documents comprising 9826 pages must also be in the Court's file in this case. I incorporate this brief herein, reaffirm and renew all the arguments made in the brief, and reaffirm and reswear to the truth and correctness of all the statements made in the brief and in all evidence supporting and cited to in the brief.

4. Appended hereto as Exhibit B is a true and correct copy of a declaration executed by Mr. Wilson on June 3, 1997 and filed in Appeal No. A075027, my appeal from the injunction, opposing my request for an extension of time to file my opening brief. It is clear that there was an appeal from the Injunction, that Mr. Wilson participated for Scientology in the appeal, and that he is lying and Scientology is lying when they state there was no appeal from the Injunction.

5. Mr. Wilson and Scientology state: "During the period February 20, 1998 to July 10, 2000, Armstrong made a total of 131 postings on the Internet, each of which violated one or more provisions of the Injunction." (App., 2:1-3) Mr. Wilson and Scientology state: "since the February 20, 1998 contempt order, Armstrong has made a total of 131 postings on the Internet, each of which violated one or more provisions of the Injunction." (App., Memo, 2:23-25) In his declaration in support of Scientology's application ("Wilson Dec.") Mr. Wilson states: "From February 20, 1998 through the present, Armstrong has made a total of 131 postings to the Internet, each of which violates one or more provisions of the Injunction." (Wilson Dec. 10:8,9) In their supplemental memo, Scientology and Mr. Wilson state: "During the period February 20, 1998 to July 10, 2000, Armstrong made a total of 131 postings on the Internet, each of which violated one or more provisions of the Injunction." (Supp.Memo, 2:2-4) Scientology and Mr. Wilson also state: "since the February 20, 1998 contempt order, Armstrong has made a total of 131 postings on the Internet, each of which violated one or more provisions of the Injunction." In his (second) supplemental declaration in support of Scientology's application ("Wilson 2D Supp. Dec.") Mr. Wilson states: "Attached hereto as Exhibit A is a copy of an internet posting made by Mr. Armstrong on December 21, 2000 in which he states that he has violated the "insane injunction on 2289 occasions." All of these averments by Scientology and Mr. Wilson are false.

6. I state in my posting to the internet newsgroup alt.religion.scientology ("a.r.s."): "I

made at least 2289 postings to the Internet, all of which violate $cientology's insane Injunction, during the period of February 20, 1998 through November 13, 2000 the date Wilson signed his perjurious declaration." (Wilson 2D Supp.Dec. Ex. A) I did not say that I have violated the insane injunction 2289 times, but that I had made 2289 postings to the internet, all of which violate $cientology's insane injunction, during the period Mr. Wilson identified in his declaration; i.e., 2/20/98 to 11/13/00. If Mr. Wilson's and Scientology's other identified dates are used; i.e., 2/20/98 to 7/10/00, my postings to a.r.s would be fewer than 2289. From February 20, 1998 to this date, my postings to a.r.s., all of which violate the Injunction, total approximately 2525. But these are nowhere near all my violations. I have violated Scientology's Injunction thousands of times in my communications since February, 1998, and tens of thousands of times since former Marin Superior Court Judge Gary W. Thomas signed it in October, 1995.

7. Scientology and Mr. Wilson state: "Armstrong traveled to Clearwater, Florida and on December 5, 1999 spoke before a public gathering sponsored by the Lisa McPherson Trust, a for-profit corporation, the purpose of which is to bring about the destruction of the Scientology religion." (App., 2:3-6; Supp.Memo, 2:4-7) Scientology and Mr. Wilson state: "Armstrong [ ] gave a speech at a fund-raiser for an anti-Scientology group in Clearwater." (App.Memo, 2:27,28; Supp.Memo, 3:13,14) Scientology and Mr. Wilson call my talk a "speech to the Lisa McPherson Trust." (App.Memo, 4:18; Supp.Memo, 5:14; 6:11) Mr. Wilson also avers regarding this talk: "In early December, 1999, Armstrong again traveled to Florida for the purpose of aiding *Liebreich*, giving a speech at a fund-raiser for the Lisa McPherson Trust." All of these statements by Scientology and Mr. Wilson are lies.

8. The "gathering" in Clearwater was not sponsored by, and was not a fund-raiser for, the Lisa McPherson Trust. Nor was my talk a speech to the Lisa McPherson Trust. The purpose of the Lisa McPherson Trust is not to bring about the destruction of the Scientology religion, but to work to reform the Scientology organization's abuses and dangers. Appended hereto as Exhibit C is a true and correct copy, downloaded from a.r.s., of the mission statement and philosophy of the Lisa McPherson Trust and the reforms it seeks in Scientology. I am a member of the Trust's Advisory Board. I know that the following statement, and not Scientology's and Mr. Wilson's

scandalous assertion about the Trust's purpose, is true:

> "The mission of The Lisa McPherson Trust is to expose the abusive and deceptive practices of the Church of Scientology and to help those who have been victimized by it.
>
> To accomplish our mission, we will demystify and thereby make transparent the coercive processes and practices of the Church of Scientology. In this way, informed consumers can make an educated decision about whether Scientology can meet their psychological or spiritual needs.
>
> We will expose the Church of Scientology's abuse of the human, civil and privacy rights of its members and critics. We will reveal its deceptive advertising practices that border on consumer fraud. We will bring to light those "religious practices" that violate civil or criminal law. At the same time, we will respect the right of all Scientologists to embrace any religious belief they may choose.
>
> We will assist Scientologists in recovering from their unique personal experience with the abusive and deceptive practices of the Church of Scientology. We will offer counsel to Scientologists who choose to hear the truth about how the Church of Scientology uses deceptive mind control techniques. Our dedicated staff will provide the information, love and support to Scientologists that will enable them to release the bonds of cult mind control.
>
> Finally, all of the people involved in the Lisa McPherson Trust will respect the dignity and innate human goodness of all current, former and recovering Scientologists." (Ex. C at 1).

9. That Scientology and Mr. Wilson knew that the "gathering" in Clearwater was not put on by the Lisa McPherson Trust is shown by their own evidence. In a posting to a.r.s. of 9 December, 1999, my response to an attack by Scientologist agent "Mark Regent," Exhibit 104 to Mr. Wilson's (first) supplemental declaration in support of Scientology's application, I state: "The

Lisa McPherson Trust [ ] did not put on the conference, although a number of people connected with the Trust were speakers and participants." (Wilson Supp.Dec, Ex. 104)

10. In his posting to which I respond, Mr. "Regent" calls the "gathering" an "anti-religious seminar put on by the "Trust" at the Holiday Inn." (Wilson Supp.Dec, Ex. 104) A review of the transcript of my talk at the "seminar," which is provided by Scientology (Ex. I to Wilson Dec.), makes it very clear, however, that there is nothing whatsoever "anti-religious" in my talk. Nor was there anything anti-religious said by any other participant in the "seminar." Mr. "Regent" is following Scientology's practice and policy, which the organization calls "black propaganda," or "black PR," by which it vilifies, defames and attempts to ruin its designated targets. Classic Scientology black PR is carried out by hidden or anonymous organization sources. In all probability, "Mark Regent" is not the real name of the Scientology agent who posted this attack on the "seminar" participants and the Lisa McPherson Trust, but a name used to be a source for Scientology's black PR. Mr. Wilson is forwarding Scientology's black PR with his gratuitous and false statements in the various papers he has filed with this Court.

11. Scientology and Mr. Wilson state: "December of 1986, Armstrong freely and voluntarily entered into a Mutual Release of All Claims and Settlement Agreement (the Agreement")." (App. Memo, 1:25-27, Supp. Memo, 2:16-18) This false. For years prior to the 1986 "settlement" of my lawsuit against Scientology I was the target of Scientology's basic, repugnant and judicially condemned philosophy, policy and practice of "fair game," which calls for attacks on people labeled "enemies," also called "suppressive persons" or "SPs." In a widely cited rendition of fair game, appended hereto as Exhibit D, Scientology founder L. Ron Hubbard states:

> "ENEMY - SP Order. Fair Game. May be deprived of property or injured by any means by any Scientologist without any discipline to the Scientologist. May be tricked, sued, or lied to or destroyed." (Ex..D, Hubbard Policy Letter of 18 October, 1967, "Penalties for Lower Conditions.")

Michael Flynn, the lawyer who represented me and several other victims of fair game against Scientology, was himself a target of fair game for over seven years. Scientology threatened

through Mr. Flynn that if I didn't sign the "agreement," he and his family, and his other "settling" clients and I would continue to be fair game. I will not recite all the instances of fair game prior to the "settlement," but I refer the Court to the section of my appellant's opening brief entitled "Pre-Settlement" for an accurate recitation of what I knew of Scientology's fair game during this period directed at myself and Mr. Flynn. (Ex.. A, 4-7) I also refer the Court to the section of my brief entitled "The Settlement," for a recitation of the duress applied to me at the time of the "settlement" to get me to sign the "settlement agreement." (Ex. A, 7-10.) In my opinion, I made a more than adequate showing to Judge Thomas that duress was present and a significant factor in my signing Scientology's "settlement agreement." I refer the Court for my reasoning and argument to the section in my brief entitled "There is a Triable Issue as to Duress." (Ex. A, 29-32). In my opinion, Judge Thomas very wrongly discounted the tremendous and criminal duress applied by Scientology, and if this duress is not wrongly discounted but understood it will become clear that the organization had unclean hands at the time of the "settlement" and has had unclean hands in this matter ever since.

12. There was also a flagrant element of fraud in Scientology's actions in getting me to sign their "settlement agreement," which renders my "agreement" legally neither free nor voluntary. I refer the Court again to the section "The Settlement" in my opening brief (Ex. A, 7-10) for what representations were made to me at the time of signing. I refer the Court for my argument to the section in my brief entitled "There is a Triable Issue as to Fraud." (Ex. A, 32-34). In my opinion, Judge Thomas very wrongly ignored an abundance of evidence of fraud by Scientology regarding the mutuality of the "agreement" and the organization's promise to end fair game, and that if this evidence is not ignored the fraud will be crystal clear.

13. Appended hereto as Exhibit E is a true and correct copy of a motion by a Scientology party in the case of Bent Corydon v. Church of Scientology International, LA Superior Court Case No. C694401, to delay or prevent the taking of certain third party depositions, along with the declaration in support. Both the motion and declaration are signed by Scientology attorney Lawrence Heller, who stated that he was personally involved in the "settlements," one of which was mine. I had been served by Mr. Corydon with a deposition

subpoena and Mr. Heller tried with his motion to use the "mutuality" of the "settlement agreement" to prevent my deposition. He stated in the motion:

> "One of the key ingredients to completing these settlements, insisted upon by all parties involved, was strict confidentiality respecting: (1) the Scientology parishioner or staff member's experiences with the Church of Scientology; (2) any knowledge possessed by the Scientology entities concerning those staff members or parishioners." (Ex. E, Motion, 4:9-14).

Mr. Heller stated in his declaration:

> "The non-disclosure obligations were a key part of the settlement agreements insisted upon by all parties involved."
>
> "The contractual non-disclosure provisions were the one issue which was not debated by any of the parties or attorneys involved." (Ex. E, Declaration, 9:5-10).

In my opinion, Judge Thomas went out of his way to ignore Scientology's clear statement of mutuality, in order to arrive at signing the organization's Injunction which is utterly non-mutual. According to Judge Thomas and Scientology, the organization, every Scientologist in the world, and all their lawyers, like Mr. Wilson, could say whatever they want about me, no matter how false, defamatory or perverse, and I could not respond. If I responded in any way, Scientology was due $50,000 per utterance in liquidated damages, which Judge Thomas did indeed award to Scientology for multiple utterances, driving me into bankruptcy. Now Scientology wants me hunted down by law enforcement, jailed and fined for responding to more of its endless false, defamatory and perverse statements.

14. In my experience, the lack of mutuality in the Injunction, interpreting and enforcing the "settlement agreement," makes performance impossible. It is a form of fair game which permits, indeed calls out for, a response. If the "agreement" is mutual, as Heller states, and as I believe it can only be, then I am justified, and have a perfect right, to say and write whatever I have, because Scientology black PRed me immediately following the "settlement" and has continued to black PR me to this day. I refer the Court to the section of my opening brief entitled

"From Settlement to First Response" for a recitation of fair game actions by Scientology targeting me during this period. (Ex. A, 10-14) Since, however, Judge Thomas interpreted the "agreement" as allowing Scientology, et al. to say whatever they wanted about me, no matter how false, defamatory or perverse, and not allowing me to respond, and since Scientology interprets the Injunction precisely that way, and wants this Court to punish me pursuant to this interpretation, I am convinced that the Injunction is unlawful. And because it is unlawful, again I have a perfect right to speak.

15. Scientology fraudulently claimed, as an inducement to get me to sign their "agreement" that they wanted peace. They and their lawyers still fraudulently claim that with the "settlement agreement" they sought peace. And that I broke the peace they paid for. But all that is a lie. Scientology has never sought peace. The organization got its lawyers to concoct a document by which they thought they might be able to continue to war on a defenseless victim. The "settlement agreement," as interpreted by Judge Thomas in the Injunction which Scientology wants the Court to punish me for violating, is a license to hunt a human being, and I am certain it is unlawful.

16. Scientology and Mr. Wilson state: "December of 1986, Armstrong freely and voluntarily entered into a Mutual Release of All Claims and Settlement Agreement (the "Agreement") pursuant to which CSI paid Armstrong $800,000.00. [ ] In exchange, Armstrong promised, in essence, to cease disseminating "information" concerning CSI *and* to cease assisting others litigating or defending claims against CSI and Scientology-related entities." (App.Memo, 1:25-2:2; Supp.Memo, 2:16-21) Scientology and Mr. Wilson also state: "The restrictions on Armstrong's behavior in the Order stems from an agreement which Armstrong made freely and voluntarily and for which he was paid $800,000.00." (App,Memo, 5:4-6; Supp.Memo, 6:2-4) Mr. Wilson states in his declaration: "In December of 1986, Armstrong entered into a Mutual Release of All Claims and Settlement Agreement (the "Agreement") pursuant to which CSI paid Armstrong $800,000.00. In exchange for his receipt of such funds, Armstrong promised, *inter alia*, to cease disseminating information concerning CSI and to cease assisting others pressing claims against CSI and related entities. These statements are untrue. Scientology paid a lump sum

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to attorney Flynn, and had no knowledge of what part of that sum Flynn would pay me. I was paid to dismiss my lawsuit against Scientology, then poised for immediate trial, for 12 ½ years of fraud and abuse inside the organization and 5 years of fair game after leaving. Scientology did not pay me to be silent, to not assist people being fair gamed, and to be the organization's defenseless punching bag. Those things were not for sale, and Scientology could not lawfully buy them. Scientology's "settlement agreement" and the Injunction must be unlawful, regardless of what the organization claims it paid for them. If Scientology can make one person a judicially ordered fair game punching bag for $800,000.00, it can do so to its own members for $1.00 or less. The true significance of the $800,000.00 is its correspondence to the intensity and length of the years of abuse and fair game and the resulting damage to their target. This conferred on Scientology a responsibility to cease fair gaming its target, not a right to continue fair game, and now with impunity.

17. Scientology and Mr. Wilson state: "Beginning in approximately 1990, Armstrong fraudulently transferred substantially all of his assets to his attorney and close friends, and then began repeatedly breaching almost every covenant he made in the Agreement." (App.Memo, 2:2-4; Supp.Memo, 2:21-23) Mr. Wilson states: "I am informed and believe that, beginning in approximately 1990, Armstrong fraudulently transferred substantially all of his assets and began repeatedly breaching almost every covenant he made in the Agreement." (Wilson Dec.7:13-15) These statements are lies. Mr. Wilson and Scientology have repeated these lies publicly, in black PR disseminations, and in other litigations around the world. I challenge Mr. Wilson and Scientology to prove these lies. I believe I have a right which cannot lawfully be taken away, to publicly and to every person who will listen continue to call these lies lies and the liars liars until they tell the truth. I made no fraudulent transfers whatsoever, and have filed a small mountain of evidence in this case demonstrating that the transactions Scientology and Mr. Wilson label fraudulent were legitimate and unrelated to Scientology, its "agreement"and any alleged violations of that "agreement." In my opinion, Mr. Wilson and Scientology have woven themselves into a web of lies that they must continue to weave, because to not continue to weave this web of lies is an acknowledgment that the lies are indeed lies and the liars are liars.

18. Scientology and Mr. Wilson state: "Armstrong, by his serial contempts and. contumacious behavior, has amply demonstrated that he will continue to defy this Court's authority unless adequate criminal sanctions are ordered." (App.Memo,1:6-8) This is false. This Court has no authority to make unlawful orders; which would include orders against public policy, orders in flagrant unnecessary violation of Constitutional guarantees, orders which are impossible to perform, and orders which generate a great stupidity. In my opinion, I presented, with competent legal representation and assistance throughout much of this litigation by attorney Ford Greene, a more than adequate argument to Judge Thomas, supported by a more than adequate evidentiary record, that the "agreement's" conditions which Scientology was trying to enforce by liquidated damages and injunction were unlawful; specifically, obstructive of justice, against public policy, flagrantly and unnecessarily violative of Constitutional guarantees, impossible, and generative of a great stupidity. In my opinion, Judge Thomas wrongly disposed of my more than adequate defenses to Scientology's claims by flawed reasoning on summary adjudication, in order prevent a trial, which, I believe, the record shows I was due. I refer the Court to the section of my brief entitled "The Settlement Agreement Obstructs Justice," for a discussion of the unlawful purpose of the "agreement."(Ex. A, 36-41.)

19. There are no "adequate criminal sanctions" which can be ordered to make me comply with the Injunction, because it is not lawful. What Judge Thomas did and said, since he would not logically address the defenses and issues I raised, has served only to strengthen my conviction that the Injunction he signed is unlawful, and therefore need not be complied with and cannot legally be enforced. Likewise, what Scientology has done and said since Judge Thomas signed the Injunction has only strengthened my conviction that it is unlawful. The obvious need of Mr. Wilson and Scientology to lie to this Court in order to get me punished for violating the Injunction also only convinces me that it is unlawful, and moreover that Mr. Wilson and Scientology know it is unlawful. Not one person, no judge or lawyer or Scientology black PR agent, has said one logical word to change my conviction that the Injunction is unlawful, and the conditions of the "settlement agreement" which it enforces are unlawful. Unless I can be convinced that the Injunction is lawful, it is impossible for me to consider it lawful, and therefore

comply with it.

20. Scientology and Mr. Wilson state: "Unfortunately, though bench warrants have been issued, Armstrong has fled the jurisdiction to avoid the consequences of his acts, all the while piously complaining that the Injunction is illegal." (App.,Memo, 1:10-12; Supp.Memo, 2:11-13) Scientology and Mr. Wilson also state: "Bench warrants issued in both instances, but Armstrong fled California in response to the first contempt judgment and moved out of California to avoid arrest and to persist in his defiance of the Court." (App.Memo, 2:18-20) This is a lie which Scientology, its agents and its lawyers like Mr. Wilson have repeated thousands of times. I left California in January, 1997, Scientology applied for its first order to show cause re contempt to Judge Thomas in February, 1997, and he signed Scientology's first order of contempt in June, 1997. Scientology never served me with this application, nor the order to show cause. My leaving California in January, 1997 was inspired not by Scientology's orders to show cause, the applications for which had not even been filed, but by my discovery of a massive fraud perpetrated by Scientology on the IRS, and the whole of the United States, and for that matter, the world, involving a black PR attack on me.

21. I obtained my first internet connection in early January, 1997, while living in San Anselmo, and within a few days discovered that someone had put on their internet web site the submission Scientology had made to the IRS in response to the IRS's Form 1023 request. The organization, up until that time, had lost all significant legal cases with the IRS, was held to be non-tax exempt, and was facing a huge tax liability. Scientology's 1023 submission contained sections of black PR on me, a true and correct copy of which, downloaded from the internet, is appended hereto as Exhibit F. This 1023 response was the basis of the organization's obtaining tax exemption for all its associated corporate entities in 1993. I believe that Scientology's 1023 response was submitted to the IRS in 1991 or 1992. On information and belief, Scientology supreme dictator, or leader, David Miscavige announced in 1993 that when Scientology triumphed in its war on the IRS the organization was facing a billion dollar tax liability. The importance of my earlier litigation and testimony to the IRS in its denial of Scientology's tax exemption is shown by Scientology's own statements in the 1023 response:

"the Service has continuously thrust the **Armstrong** case at us, demanding an explanation." (Ex.F, 1)

"The IRS CID, however, absorbed Breckenridge's findings as the definitive statement of what Scientology is, and used this decision and the Flynn witnesses . who testified at the trial as the nucleus of their investigation." (Ex. F, 4)

Scientology's statements about me and my earlier litigation, Scientology v. Armstrong, Los Angeles Superior Court Case No. C 420153, are in fact and conclusion false. The depth of Scientology's black PRing of me in its submission to the IRS is shown by its statement:

"As we shall demonstrate below, all this decision ever involved was **Armstrong's** state of mind, which subsequently obtained evidence proved conclusively to be one sordid, sado-masochistic nightmare. Furthermore, **Armstrong's** state of mind horror stories have fallen on deaf ears in recent litigation. Relying on **Armstrong** or the **Armstrong** decision is wholly unjustified." (Ex.F, 1)

The decision rendered by Judge Breckenridge in that case, along with the California Court of Appeal opinion affirming that decision (Scientology v. Armstrong,(1991), 232 Cal.App.3rd 1060, 283 Cal.Rptr. 917) are appended hereto as Exhibit G. I believe that to counter the IRS's use of the decision, Scientology concocted this scheme to black PR me to the IRS, and anyone else the organization could get to listen. Scientology submitted these false statements to the IRS during a time the organization was attempting to judicially silence me with its "settlement agreement,"and thus prevent me from responding to its falsehoods. It was also significant to me when I discovered this black PR that Scientology had not produced these statements about me in discovery in this case (Marin SC 152229/157680) when it was before Judge Thomas, even though the IRS 1023 document was relevant and of a type and nature of documents which were ordered produced to me. When I read this black PR in Scientology's statement to the IRS on which its tax exemption is based, and having experienced Scientology's years of fair game, and indeed feeling like I was being fair gamed by Judge Thomas and could never get a fair hearing before him, I immediately decided to escape. I believe that Scientology will do anything to silence me completely and forever. I also believe that Scientology's false submission to the IRS and its obtaining of its tax

exemption based thereon constitutes a massive fraud upon the people of not only the US but the world. I therefore had to leave the US, where Scientology could prevent me from correcting this fraud, and have me harmed in many ways to so prevent me, to be in a country where I have legal protection from Scientology's abuse of the justice system and where I could work to correct its fraud.

22. Mr. Wilson states: "In January 1997, I learned of actions by Mr. Armstrong which I believe are clear violations of the Injunction. These actions were brought to the attention of this Court which issued an OSC re Contempt on February 19, 1997 and an Order of Contempt on June 5, 1997. A true and correct copy of which is attached hereto as Exhibit F." (Wilson Dec., 8:24-27) Scientology and Mr. Wilson state: "Armstrong's response to the Injunction was virtually immediate and has persisted. In response to his most egregious violations of the terms of the Injunction, CSI obtained contempt judgments against Armstrong both on June 5, 1997 and February 20, 1998." (App.Memo, 2:15-17) The contempt order filed June 5, 1997, Exhibit F to Mr. Wilson's Declaration, states:

> "ARMSTRONG willfully disobeyed the [October 17, 1995 Permanent Injunction] Order. On or about January 26, 1997, ARMSTRONG sent a document entitled DECLARATION OF GERALD ARMSTRONG to United States District Judge Ronald M. Whyte. Judge Whyte was at the time presiding over three cases in which plaintiff is [Scientology alter ego entity Religious Technology Center, Inc.] RTC. In the Declaration ARMSTRONG recites his understanding that he was prohibited from sending such a Declaration directly to litigants and states that he is instead sending it directly to Judge Whyte in the hopes of influencing his decision on a pending matter. This evidences ARMSTRONG'S willful disobedience of the Order and Judgment." (Wilson Dec. Ex. F, 3:1-10)

Nowhere in the subject January 26, 1997 declaration, a true and correct copy of which is appended hereto as Exhibit H, do I make the statements Scientology has included in its Order which Judge Thomas signed. I state in the January 26, 1997 declaration:

"This [October 17, 1995 Permanent Injunction] order does not, however, prohibit me from voluntarily assisting a person judging litigations involving the order's "beneficiaries." I believe that the United States District Court is a "governmental organ or entity" excluded from the prohibitions of the order. [Wilson Dec., Ex. E, 8:1,2,6,7] I am therefore providing the original of this declaration to the Court." (Ex.H, 5:6-11)

The Injunction specifically permits me to "[v]oluntarily assist[ ] any [ ] governmental organ or entity [ ] regarding [Scientology, its claims and claims against it]." (Wilson Dec., Ex. E, 7:4-7; 8:1-7). My reasoning for the legality of my sending the declaration to Judge Whyte is that if the Marin Superior Court's Order prohibits me from "voluntarily assisting," or freely communicating to, governmental organs or entities about Scientology, I would not be permitted to report, e.g., murder. Such an interpretation must create a terrible illegality and a public wrong. Scientology is widely known as a dangerous and criminal cult, and I believe everyone, for individual and the common safety, must be free to communicate its dangers and criminality.

23. My January 26, 1997 declaration, the averments in which I now reaffirm and reswear to, was the reporting of another crime by Scientology, namely obstruction of justice through the organization's attempt to intimidate me, a subpoenaed witness, into not obeying the subpoena. I believe that it was completely legal, probably a civic duty, and not even prohibited by the unlawful Injunction, to bring the obstruction of justice, and the facts underlying and surrounding it, to the attention of Judge Whyte, who presided over the case in which the obstruction of justice occurred. On January 23, 1997 I received a subpoena for production of documents, a true and correct copy of which is appended hereto as Exhibit I, from defendant Grady Ward in the case of RTC v. Ward, US District Court for the Northern District of California, case no. C-96-20207 RMW. Mr. Ward's subpoena states:

"You are commanded to produce and permit inspection and copying of the following documents or objects [ ]:

All documents and declarations authored by yourself documenting abuse, fraud, and unlawful acts by the Church of Scientology Enterprise or any of its

investigators, such as Eugene Martin Ingram." (Ex. I)

On January 24, 1997 I received by fax a letter, a true and correct copy of which is appended hereto as Exhibit J, from Scientology attorney Andrew H. Wilson, threatening prosecution in the Superior Court if I provide the documents to Mr. Ward as subpoenaed. Mr. Wilson's statement in the second paragraph that my "obligation to produce documents in response to lawfully issued and served subpoena is unquestioned" I took to be an effort to give plausible deniability to the threat and the clear obstruction of justice contained in the rest of the letter. I understood Mr. Wilson to be saying for Scientology, "We know you have a legal right to produce the subpoenaed documents, but we're going to prosecute you anyway." His threat of "further conflict and annoyance" from Scientology unless, as he insisted, I withheld the subpoenaed documents from Mr. Ward is very clear. In response to Mr. Wilson's threat, I sent the declaration to Judge Whyte, who, I believed, and still believe, was the proper person to be advised of and curtail Scientology's interference with a witness in the cases before him.

24. Mr. Wilson's threat that I would be prosecuted for producing documents to Mr. Ward, even though I had been subpoenaed was not the first time Scientology lawyers had made such a threat. When I was served with a deposition subpoena in the Corydon v. Scientology case in the fall of 1989, Scientology attorney Heller threatened me multiple times with being sued if I testified, even though he acknowledged I had been served. Mr. Heller's threats are detailed in my appellant's opening brief. (Ex. A, 11-13) In my opinion, Scientology's and its lawyers' misuse of the "settlement agreement" and the Injunction in order to obstruct justice, even beyond how documents on their face obstruct justice, demonstrates that the intent of the documents and their creators is unlawful.

25. Scientology and Mr. Wilson state: "Armstrong has also caused himself to be subpoenaed for deposition in a lawsuit against the Church in Clearwater, boasting that he initiated the contact with the plaintiff's attorney." (App.Memo, 2:25-27; Supp.Memo, 3:11-13) This is a lie. I did not cause myself to be subpoenaed, and I did not boast. Attorney Kennan Dandar, attorney for plaintiff in Estate of Lisa McPherson v. Church of Scientology Flag Service Organization, et al., Thirteenth Judicial Circuit of Florida, Hillsborough County, No. 97-01235,

caused me to be subpoenaed. I unfortunately do not have a copy of the transcript of my deposition in the McPherson litigation, but even the few pages used by Scientology to support its application for an OSC re contempt, reveal Scientology's lawyer using the Injunction to obstruct the deposition. Scientology lawyer Weinberg states:

> "And what the injunction prevents [Armstrong] from doing is in any way cooperating against Scientology, talking to anybody about Scientology. [ ]
> "The fact of the matter is he is in contempt of court twice out there, There is a bench warrant that calls for his imprisonment for 28 days. And the injunction is not just against Mr. Armstrong but it's against anyone acting in concert with [him]."
> (Wilson Dec. Ex. H, 6:15-25)

26. Mr. Wilson states: "These email and phone communications [between Armstrong and Mr. Dandar] resulted in Armstrong voluntarily traveling to Florida to give his deposition." (Wilson.Dec.9:17-19) This is false. I traveled to Florida for completely different reasons. In fact, I state on the page of the deposition transcript Mr. Wilson cites to for his lie, "[Mr. Dandar] had nothing to do with my coming to Florida." (Wilson Dec. Ex. H,122:9-10)

27. Mr. Wilson describes the McPherson litigation as "an action based on false and inflammatory allegations that the defendants are somehow responsible for the death of a Church member." (Wilson Dec., 9:10-12) In my opinion, the Scientology defendants <u>are</u> responsible for the death of Lisa McPherson, having locked her up, kept her from leaving and mistreated her for 17 days, drugged her, and denied her medical attention as she died. My testimony is relevant in the McPherson wrongful death case because I was a witness to several other people similarly locked up and mistreated by the Scientology organization, and I was myself locked up and mistreated.

28. Mr. Wilson states about the talk I gave in December, 1999 in Clearwater, Florida: "[Armstrong] then does exactly what he is prohibited from doing, and apparently delights in spinning a web of lies and half-truths about his experiences as a Church member (his association ended in 1982) and his purported knowledge of the "Scientology organization." (Wilson Dec., 10:1-3) This is a lie. I do not delight in spinning webs of lies and half-truths about anything. I have

never spun a web of lies and half-truths about my Scientology experiences or knowledge. Mr. Wilson points to not one lie or half-truth in my talk. There are no lies or half-truths in my talk. Nor are there any lies or half-truths in any of the internet postings or other statements for which Scientology and Mr. Wilson want me jailed and fined. They want me punished for telling the truth. Certainly I express my opinion, sometimes in colorful or offbeat language because that's how I express myself. But my facts are accurate and I tell the truth. For that reason my testimony has been sought and used in many legal cases around the world, and for that reason Scientology wants to have this Court punish me. I now swear to as true and correct all the facts and opinions stated in all my internet postings and other public statements filed by Scientology or Mr. Wilson for which they move this Court to punish me.

29. Mr. Wilson states: "Shortly thereafter, on December 10, Armstrong traveled to Tampa, Florida for an interview at Radio Station WMNF AM where he again boasted of violating the Injunction, and embellished his usual calumny with tales of a "Scientology prison system." (Wilson Dec., 10:4-6) This is a lie. The transcript of the radio interview which Scientology provides is chopped off and contains many errors. (Wilson Dec., Ex. J) Nevertheless, it contains no calumny. I was an inmate in Scientology's prison system, the "Rehabilitation Project Force," for 25 months, and am intimately familiar with it. Appended hereto as Exhibit K is a true and correct copy of a 1997 study entitled "Brainwashing in Scientology's Rehabilitation Project Force (RPF)" by Stephen A. Kent, Professor of Sociology at the University of Alberta. My experiences in and knowledge of Scientology's RPF prison are real, and are not as Mr. Wilson, who has never been in the RPF, would have this Court believe, tales to embellish my usual calumny.

30. Mr. Wilson and Scientology state: "in June 2000, [Armstrong] journeyed to Denmark to provide information to anti-Scientology media there." (App.Memo, 3:2,3; Supp.Memo, 3:15,16) This is false. I was requested to come to Denmark to participate in a conference on cults. It is true that there were media people at the conference, but none were to my knowledge "anti-Scientology," and I didn't travel to Denmark to provide them information.

31. Scientology and Mr. Wilson state: "The Order was valid when rendered and remains fully enforceable." (App.Memo, 3:24) This is false. The Injunction was invalid when

rendered and remains legally unenforceable. Indeed, Scientology's and Mr. Wilson's claim that the Injunction is valid just reinforces my certainty that it is invalid and unlawful. Similarly, Scientology's and Mr. Wilson's statement that, "The only permissible collateral attack against the Order would be based on a wholly meritless claim by Armstrong that it is invalid on its face" (App.Memo, 4:7,8) makes me even more certain that my claim that the Injunction is invalid on its face has all the merit it could possibly need.

31. Scientology and Scientologists, as originated by L. Ron Hubbard, divide the global population into two groups, "Scientologists" and "Wogs."® The term "wog," originally the acronym for "worthy oriental gentleman," an apparently derogatory term used by the British in other centuries to refer to the dark skinned races, is in Scientology also a term of derogation. A Scientologist is essentially anyone who does what he or she is told by Scientology to do. A wog is someone not under the organization's control. Scientology, the corporate entity consisting of several corporate entities, which is behind the prosecution of this action, and controlled by David Miscavige, says that it owns the word "Scientologist" and can decide who is in any sense of the word a Scientologist. That group of organization-controlled Scientologists is at war with wogs. Scientology and Scientologists, while calling their organization "the world's fastest religion," have been claiming for the past decade at least that their membership is 8 million. The actual number of Scientologists who are Scientologists by the Scientology organization's standard, by doing what they're told, is commonly estimated at fifty thousand.

32. Scientology teaches and Scientologists must believe that they are more aware, more intelligent, more able and more ethical than wogs, and possess the only mental technology, system and organization which can make people more aware, intelligent, able and ethical, and save the planet. The Scientology organization sells its psychotherapy, which it calls "auditing," with the promise that it can make people "clear," a superhuman state of awareness, intelligence, ability and ethics far beyond what anyone before Hubbard had ever achieved, or been blessed with, throughout the history of man. Hubbard claimed that auditing could raise IQ a point per hour, and the organization sells auditing for hundreds of dollars an hour up to over a thousand dollars an hour. In his writings, Hubbard called this new, perfectly rational, perfectly healthy, hominid clear

he "created," "homo novis," and disparaged inferior, unaware, stupid, unable, unethical wogs as "homo sap." Hubbard, Scientology and Scientologists say that there are, far beyond "clear" in awareness, intelligence, ability and ethics, superclear states or levels, called "operating thetan," or "OT." I was "clear"and "OT" in Scientology, and had over a thousand hours of auditing. Now I am a born again wog.

33. Hubbard, Scientology and Scientologists divide the wogs into three types, the "normal," the "potential trouble source" or "PTS," and the "suppressive person," or SP. Scientology teaches that SPs, who comprise 2 ½ percent of the population, are, among the wogs, the most evil people on earth, responsible for all the world's ills. PTSes, who comprise 17 ½ percent of the population, are people "connected to an SP." Scientologists can also be labeled "PTS" if they are connected to an SP, and they then become subject to special "PTS handlings." Scientology claims to have the "technology" for identifying SPs, and the identification and handling of SPs is a major part of Scientology activities and life. Anyone opposing Scientology, which opposition could be as minimal as criticizing, e.g., the unworkability of the "mental technology," is labeled an SP and viewed as an enemy. Hubbard instructs that all "critics" of Scientology are "criminals," and that Scientologists are to find their crimes, if necessary "manufacture" evidence, and "feed lurid blood, sex, crime" to the media about them. The fair game doctrine (see, e.g., Ex. D hereto) calls for aggressive, tortious and criminal actions against SPs, i.e., those wogs the organization identifies as opposing Scientology. The SPs, Scientology teaches, oppose Scientology because the organization has the only "mental technology" to make people better, and SPs don't want people to get better. Scientology has wrongly labeled me an SP since I left the organization in December, 1981, and has targeted me as an "enemy" ever since. Leaving Scientology is itself considered an SP act by Scientologists.

34. Scientology wages its war on wogs on many fronts, a significant one being against wog mental health knowledge, therapies, institutions and practitioners. Scientologists black PR mental health practitioners, foment litigation against them and seek their destruction. On information and belief, Scientology leader Miscavige publicly threatened and promised the end of psychiatry and its replacement with Scientology by 2000. Scientology operates a front group, the

Citizens Commission on Human Rights, which works for the obliteration of wog psychiatry. Scientology teaches that it has the best "study technology" on the planet, and aggressively seeks to inject its "technology" and influence into the "wog education system." The organization uses a number of front groups, e.g., Applied Scholastics, and runs its own schools. Scientology uses the term "wog justice" when referring to the US or other western justice systems as a system of laws, ethics and justice far inferior to Scientology's justice "technology." At the same time, Scientology is known around the world as a notorious abuser of wog courts and justice systems. Hubbard ordered decades ago that the law be used to harass, and, if possible, ruin the opponent utterly, and Scientology has followed that dictate ever since. It has paid untold millions of dollars to wog lawyers to use the wog justice system to fair game good wogs. Hubbard directed Scientologists to "treat every skirmish as war" and Scientology has forever been in a constant state of war. Scientologists, universally, have a double standard for their ethics and their justness, one standard up and one standard down. Scientologists are expected to tell the truth to their organization seniors and expected to tell lies to their juniors, or customers, or wogs. The rationale for the double standard is that Scientology is at war. Because the war for Scientology and Scientologists has gone on for so long, they have told lifetimes of lies and fair gamed a whole world of wogs. They have black PRed and fair gamed me since 1981. At this time, however, in large part because of the internet, wogs in great number are waking up to the war being waged on them by Scientology, and are waking up to just what this organization's actual nature, intentions, actions and products are. Scientology is known across the world as a criminal cult, and virtually any internet search engine produces "Scientology" as the number one item if a search is made for "criminal cult" or "crime cult."This Court should not be used to support Scientology's unhealthy and now hopeless effort to keep wogs unware of their war.

35. During the time he ran Scientology, Hubbard created a global intelligence network of thousands of $cientologists, many of them very professional, dedicated to his war on wogs, which has always been kept largely covert and hence unknown. He patterned his intelligence system, he said, on the system of Reinhard Gehlen, former nazi spy chief. I was the Intelligence Officer under Hubbard on a Scientology ship, the Apollo, back in the 1970's. In the 1980's eleven

of the organization's intelligence hierarchy, including Hubbard's wife, were convicted and sentenced to federal prison for criminal espionage activities against the US government following a raid by 150 FBI agents on Scientology's intelligence bureaus in Los Angeles and Washington, D.C. Scientology, the organization, at its core, is an intelligence operation. The psychotherapy activity is a huge money-making operation and a source for intelligence. Intelligence works along side Scientology's other channels into the wog world: public relations, legal, finance, front groups, and all Scientologists. Scientology works on a principle of "total espionage," with every Scientologist involved and reporting "up lines" about the opposition and each other, and great attention and resources assigned to intelligence goals.

36. All Scientologists, in order to be Scientologists, at some point have to lie, and are trained to lie. There are some things all Scientologists lie about; e.g., Scientology's unworkability, or their intentions toward wogs. The matter before this Court has become an internationally discussed perfect example of Scientology's and Scientologists' universal hypocrisy. The "Creed" of Scientology states:

> "We of the Church believe:
>
> That all men of whatever race, color or creed were created with equal rights;
>
> That all men have inalienable rights to their own religious practices and their performance;
>
> That all men have inalienable rights to their own lives;
>
> That all men have inalienable rights to their own sanity;
>
> That all men have inalienable rights to their own defense;
>
> That all men have inalienable rights to conceive, choose, assist or support their own organizations, churches and governments;
>
> That all men have inalienable rights to think freely, to talk freely, to write freely their own opinions and to counter or utter or write upon the opinions of others;
>
> That all men have inalienable rights to the creation of their own kind;
>
> That the souls of men have the rights of men;

That the study of the mind and the healing of mentally caused ills should not be alienated from religion or condoned in nonreligious fields;

And that no agency less than God has the power to suspend or set aside these rights, overtly or covertly.

And we of the Church believe:

That man is basically good;

That he is seeking to survive;

That his survival depends upon himself and upon his fellows and his attainment of brotherhood with the universe.

And we of the Church believe that the laws of God forbid man:

To destroy his own kind;

To destroy the sanity of another;

To destroy or enslave another's soul;

To destroy or reduce the survival of one's companions or one's group.

And we of the Church believe that the spirit can be saved and that the spirit alone may save or heal the body."

L. Ron Hubbard, Founder

While Scientologists say they believe that all men have inalienable rights to think freely, to talk freely, to write freely their own opinions and to counter or utter or write upon the opinions of others, they are all beneficiaries of the Scientology organization's multimillion dollar and unlawful effort to silence me, and punish me for communicating. If adherence to the "creed" of Scientology would make Scientologist a Scientologist, then I am more of a Scientologist than every other claimed Scientologist since I more closely adhere to the "creed." Scientology and Scientologists can always change their creed to make it conform with their actual beliefs, intentions and actions, or they can change their intentions and actions to make them conform to the "creed" in which they say they believe. Scientology and Scientologists justify their clear hypocrisy with what is true for them, that they are at war with wogs. I do not want to silence any of the Scientologist beneficiaries. To the contrary, I believe that all men have inalienable rights to think freely, to talk

freely, to write freely their own opinions and to counter or utter or write upon the opinions of others, and that is precisely what I do, as all my communications for which Scientology wants me punished demonstrate. Since it is by any logical, human standard I who am the Scientologist among false Scientologists, I cannot legally be silenced about my sincerely held beliefs by a cult of false Scientologists whose "beliefs" are not held at all. More importantly, no court in the US has the authority to say who or what is a Scientologist, and what any Scientologist, whether a sincere or fake Scientologist can say about Scientology and his or her experiences therewith and therein.

37. The truth is, Scientology doesn't work. There is no clear or OT, despite people paying millions of dollars, and taking years of their lives, to get there. IQs don't go up a point per hour. Scientologists aren't, as Scientology teaches, automatically more aware, intelligent, able, ethical than wogs, or better than wogs in any way, just by being Scientologists. And they aren't smarter or better after doing everything in Scientology which can possibly be done. In my opinion, Scientology's separation of people into two false groups, the superior Scientologists with their superior "technology" and the inferior wogs with no technology, will be corrected, simply because it is false, and then their war on wogs will end. In the meantime, wogs should not by any wog court be left defenseless to the anti-wog justice and anti-wog Scientology organization. I speak for all wogs in this war, because not all wogs speak, and many do not even know that the war on wogs exists. It would be very wrong for this Court to order me to desert my fellow wogs with this war raging. My message to Scientologists is that the only difference between us is that I know we're just the same. When Scientologists get that message then there will be peace between us. Until then it makes no human sense to gag the wog being warred on.

38. Scientology calls itself a religion, and seeks the protections and privileges the US and California Constitutions, law, government, the IRS, and history confer on religions. Scientology claims that because it has acquired "religious status" it is permitted to make false promises, e.g., about the "states" of "clear" and "OT." Scientology claims that it is organized solely for religious purposes and that its activities in its war on wogs are religious activities, and antisocial policies such as fair game and using the law to harass are "religious scriptures." Scientology claims that in countries where it has not acquired religious status Scientologists are

persecuted because of their "religious beliefs." Scientology participates actively in US Congressional bills to pressure and censure other countries for their "religious persecution" of Scientologists. Wilson supplemental declaration, Exhibit 107 is a posting of 30 December, 1999 to a.r.s regarding Senate Resolution 230 IS, which Scientology was behind, to have Germany censured for its claimed "religious discrimination" toward Scientologists. I believe there is right now a similar Congressional bill pending which is being pushed by Scientology. Yet in no other place than in California in the United States can a person be jailed and fined for mentioning Scientology or his "religious experiences" in Scientology. In truth, however, it is Scientology which is the religious persecutor. Because this is so clearly the reality in Scientology's treatment of me, the organization's efforts to use this wog Court to punish me for speaking about my "religious experiences" are known about and watched closely in those countries which know Scientology to be a criminal cult. If Scientology is not a religion then it is a gargantuan fraud, about which this Court could also not lawfully silence anyone. This Court has a perfect opportunity to send to the world the reasoned message that California too will no longer be a place where Scientology, whether religion or fraud, can use the wog justice system to persecute its designated religious or non-religious targets.

39. For what Scientology is trying to do in this Court to be lawful, it would mean that someone could also be lawfully silenced about any other religion and his religious experiences. Someone could be silenced, or jailed and fined, for saying the word "Christianity," or "God," or discussing his Christian experiences. Someone else could be silenced about the Koran, Mohammed, Allah and the person's experiences in Islam. Of course these scenarios would be in no circumstances lawful in the United States. And neither must be this crazy Scientology idea of binding people to silence about that "religion" and their "religious experiences," and getting wog courts to enjoin people from discussing these things, and jail and fine them if they don't.

40. Similarly, the Injunction and "settlement agreement" prohibitions against assisting adversaries of Scientology is unlawful, even if Scientology was not at war with wogs, because it impermissibly discriminates against a religious class, or classes. It would be equal to Jews prohibiting people from assisting gentiles, or gentiles prohibiting people from assisting Jews, or

"believers" prohibiting people from assisting "non-believers," even though the Jews and gentiles and the believers and non-believers might not be at war with each other. US courts simply cannot lawfully use their powers to enforce such "contracts." If the prohibition of assistance is lawful according to "religious" criteria, people could equally lawfully be prohibited by judicially enforced "contract" from assisting black people, or white people or Asian people according to a racial criterion, or female people according to a gender criterion, or old people according to an age criterion. Since any such "contract" would be unlawful, and so must be the Scientology "contract" conditions which prohibit my assisting wogs or SPs, who are determined by "religious" criteria.

41. All my communications concerning Scientology and my experiences in and with the organization are intended to promote, support and achieve the reformation of its antisocial, abusive, dangerous and irreligious practices. The Lisa McPherson Trust provides a list of reforms it seeks in Scientology's behavior, which I support completely:

> "The Lisa McPherson Trust started operations in Clearwater, Florida on January 6, 2000. It was formed after decades of exhaustive investigation by media and government agencies as well as firsthand accounts from hundreds of former Scientologists. For more than twenty-five years there have been outcries that the Church of Scientology abandon its abusive and deceptive practices. But until now, there has been no formal organization committed to stopping these abuses. The Lisa McPherson Trust was established for that purpose, and we continue to demand that the Church of Scientology make the following reforms:
>
> --Tell their members and the public the truth about the life of Scientology founder L. Ron Hubbard.
>
> --Tell their members and the public the truth about the history of Dianetics and Scientology.
>
> --Cease all illegal, unethical and harassing activities against their own members and those who criticize or disagree with Scientology.
>
> --Revoke the policies and practices that violate the civil and human rights of Scientologists and those who criticize or disagree with Scientology.

--Revoke the policy of practicing medicine without a license and preventing people from receiving proper medical treatment.

--Stop using and abusing the legal system as a means of harassment.

--Stop keeping the technology of Scientology secret if it truly has the power to help the human race.

--Encourage Scientologists to speak freely among themselves. Urge them to communicate with family and friends, even those who may disagree with Scientology. End the practice of "disconnection."

--Revoke the policy and practice of using private and personal material from confidential counseling sessions to blackmail, harass and intimidate.

--Stop using duress to extract exorbitant sums of money from their members.

The Lisa McPherson Trust firmly believes in religious freedom for all. But we do not believe that anyone has the right to engage in behavior that violates other people's rights or the laws of the land. Scientologists have every right to participate in the world's religious community in practicing their sincerely held religious beliefs. However, Scientology needs to cease its abusive and deceptive practices." (Ex. C hereto)

In my opinion, courts in the US cannot in any way prohibit the legal reforming of a "religion," and cannot legally by Injunction so prohibit me. This Court certainly will not itself participate in reforming a religion, other than by refusing here refusing to enforce Scientology's unlawful order, but this Court also cannot prohibit citizens from so participating. And prohibiting citizens from legally reforming a religion, exactly what I have done with every word I've spoken, would be an unlawful order.

42. Scientology cannot legally or illegally keep the lid on my story. Scientology is a global controversy, and no one can be silenced about a global controversy. See, e.g. the October 2, 1999 posting to a.r.s.of a report of a raid of 25 Scientology locations in Belgium. (Wilson Supp.Dec. Ex. 89) Scientology has tried to shudder me into silence so it could rewrite its dark history into brilliant white by black PRing me, and in response I have produced a body of writings

and talks of my experiences, knowledge, opinions and random literary thoughts. There are many web sites on the internet where my words and my Scientology-related experiences. What has been written and webbed will only grow. Scientology continues actively to black PR me to wogs and Scientologists, media, governments, law enforcement and the internet community. Scientology maintains its own hate site on me, a true and correct copy downloaded from the internet is appended hereto as Exhibit L. Scientology uses an image of this Court's warrant for my arrest to give authority to its black propaganda on its hate site.(Ex. L. warrant) Scientologists and agents employed by Scientology have posted thousands of black PR attacks on me in internet newsgroups. My case, testimony, writings and story will continue to be used around the world because Scientology's war on wogs isn't over. Scientology has only succeeded in trying to silence me, when it is impossible, in making more of my words available to wogs and Scientologists alike.

43. Scientology says that this Court doesn't need my presence to find me in contempt. Neither does it need my presence to find the Injunction unlawful. If the Court finds the Injunction lawful according to the laws of California and the United States, I will stay in Canada where I believe such an injunction is unlawful. In Canada, additionally, Scientology is well known as a criminally convicted organization. I will, as I do now, oppose Scientology, and I will oppose California and the US as I do now for permitting and enforcing the organization's Injunction. If the Court finds the Injunction unlawful according to the laws of California and the US, I will have only Scientology to oppose. I am doing as many blacks did during the time racial slavery was lawful in the US. They traveled to Canada to live in freedom, at least until slavery was found to be unlawful in the US and they could return. A slave would be crazy to return from freedom to where slavery was lawful and he would again be enslaved. I am not Scientology's slave.

43. I ask, on the basis of the facts and evidence I have presented and the arguments I have made here, the complete record in this case, on the laws of California, the United States and God, on logic, wisdom and humanity, that this Court deny Scientology's motion, declare the Injunction unlawful, cancel the two earlier contempt orders, and withdraw the warrants issued for my arrest in California.

PROOF OF SERVICE

I am over the age of eighteen years and am not a party to the above entitled action. My business address is 46109 Princess Avenue, Chilliwack, B.C. V2P 2A6. Canada I served the following document:

Opposition to Order To Show Cause Re Contempt; Declaration of Gerald Armstrong

on the following person(s) on the date set forth below, by Federal Express International Overnight Service:

Andrew Wilson, Esquire
WILSON CAMPILONGO
475 Gate 5 Road
Sausalito, CA 94965

I declare under penalty of perjury under the laws of the State of California, United States and Canada that the above is true and correct.

DATED: January 9, 2001

_____

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FILED

JUL 13 2001

JOHN P. MONTGOMERY,
Court Executive Officer
MARIN COUNTY SUPERIOR COURT
By: J. Minkiewicz, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF MARIN

CHURCH OF SCIENTOLOGY INTERNATIONAL, a California nonprofit religious corporation, Plaintiff, vs. GERALD ARMSTRONG, et al. Defendants.	CASE NO. 152229 ORDER OF CONTEMPT Date: January 17, 2001 Time: 9:30 a.m. Dept: 6

Contempt proceedings against Defendant GERALD ARMSTRONG ("ARMSTRONG") came on regularly for hearing by the Court, the Honorable Vernon F. Smith, Superior Court Judge, presiding, on January 17, 2001, pursuant to this Court's ORDER TO SHOW CAUSE RE CONTEMPT issued on December 3, 2000. Petitioner CHURCH OF SCIENTOLOGY INTERNATIONAL appeared by its counsel, Andrew H. Wilson of Wilson Campilongo LLP. Defendant ARMSTRONG made no appearance;

however, acting on his own behalf, he did file a lengthy opposition and a sworn declaration dated January 9, 2001.

Having considered the record and the papers submitted by the parties, and having entertained the argument of counsel who appeared, and being fully informed, and GOOD CAUSE APPEARING THEREFOR, the Court makes the following findings:

1. On October 17, 1995, this Court entered an Order of Permanent Injunction against ARMSTRONG (the "Order") after granting motions for summary adjudication of issues brought by Plaintiff. (Attached hereto as Exhibit A.) The Order was later incorporated into a judgment entered against ARMSTRONG on May 2, 1996 (the "Judgment", attached hereto as Exhibit B.). The Order prohibits ARMSTRONG from voluntarily assisting any persons litigating claims adverse to the "Beneficiaries" named in the valid and binding contract upon which Plaintiff's claims were based and prohibits ARMSTRONG from creating or publishing "works" discussing any of those Beneficiaries. One of the Beneficiaries is the petitioner CHURCH OF SCIENTOLOGY INTERNATIONAL.

2. The Order was valid when entered and remains fully enforceable. ~~Although ARMSTRONG filed a Notice of Appeal from the underlying judgment, that Notice of Appeal is irrelevant to the proceedings~~. ARMSTRONG's appeal was dismissed on December 23, 1997 ~~on the ground of the so-called "fugitive disentitlement doctrine,"~~ ~~based upon the fact that ARMSTRONG, having already been adjudged in contempt of the Order and the subject of a bench warrant, had fled the jurisdiction and relocated to Canada~~. (A true and correct copy of the Court of Appeal's dismissal of Armstrong's appeal is attached hereto as Exhibit C).

3. ARMSTRONG had notice and knowledge of the Order. ARMSTRONG's counsel appeared at the hearing pertaining to the Order and received the Notice of Entry. (Attached hereto as Exhibit D is a copy of the first 2 pages of the Reporter's Transcript of the proceedings of October 6, 1995). ARMSTRONG also received a Notice of Ruling dated October 18, 1995 which was served on his counsel. (A copy of the Notice of Ruling

is attached hereto as Exhibit E.) ARMSTRONG's actual knowledge of the Order is also shown by the statements made concerning the Judgment in paragraphs 1-4 and 15 of his January 9, 2001 declaration and his references to the Notice of Appeal of the Judgment.

4. ARMSTRONG had the ability to comply with the Order. The Order is specific and unambiguous. It prohibits ARMSTRONG from voluntarily assisting any person arbitrating or litigating adversely to the Beneficiaries and also prohibits ARMSTRONG from facilitating in any manner or participating in the creation, publication, broadcast, writing, electronic recording or reproduction of works discussing those Beneficiaries. There has been no suggestion, and certainly no showing by ARMSTRONG, that he is incapable of complying with the Order.

5. ARMSTRONG repeatedly, willfully and intentionally disobeyed the Order:

(a) On June 5, 1997, the Court found ARMSTRONG in contempt for violations of the Order, sentencing him to 2 days in jail and a fine of $1,000. (Attached hereto as Exhibit F.) A bench warrant was subsequently issued for Armstrong's arrest. (A copy of which is attached hereto as Exhibit G.)

(b) ARMSTRONG continued to violate the Order, and on February 20, 1998, he was again found in contempt. The Court sentenced him to an additional 26 days in jail and a fine of $2,600. (Attached hereto as Exhibit H.) On May 15, 1998, a second bench warrant was issued. (Attached hereto as Exhibit I.) Armstrong has not served either sentence and has left the State of California.

(c) Petitioner has shown that: (1) During the period of February 20, 1998 to July 10, 2000, ARMSTRONG made a total of 131 postings on the Internet, each of which violated one or more provisions of the Injunction; (2) ARMSTRONG traveled to Clearwater, Florida and on December 5, 1999 spoke in direct violation of the Order before a public gathering sponsored by an organization known as the Lisa McPherson Trust; and (3) ARMSTRONG traveled to Tampa, Florida and on December 10, 1999 gave an interview on radio station WMNF-AM, during which he again violated the terms of the Order.

(d) ARMSTRONG did not deny these violations. In his January 9, 2001 declaration under penalty of perjury, ARMSTRONG stated, "I have violated Scientology's Injunction thousands of times since former Marin County Superior Court Judge [Gary Thomas] signed it in October, 1995."

IT IS HEREBY ADJUDGED, ORDERED AND DECREED that Defendant GERALD ARMSTRONG is guilty of Contempt of Court for his intentional and willful failures to obey the Order as described above. As set forth above, the Order is valid and enforceable; ARMSTRONG had notice and knowledge of the Order, had the ability to comply with the Order and repeatedly and admittedly willfully disobeyed the Order. The Court notes that there are two outstanding Bench Warrants which resulted from two previous contempt convictions which also arose out of ARMSTRONG's violations of the Order. The Court will not impose a specific punishment at this time. However, this Court retains jurisdiction and at such time as ARMSTRONG is apprehended, he is to be brought before this Court for the consideration of additional sanctions for the aforesaid acts of contempt after hearing from both sides.

Dated: JUL 12 2001

VERNON F. SMITH
JUDGE OF THE SUPERIOR COURT

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JOHN P. MONTGOMERY,
Court Executive Officer
MARIN COUNTY SUPERIOR COURT
BY: K. MAIN, DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF MARIN

CHURCH OF SCIENTOLOGY INTERNATIONAL, a California nonprofit religious corporation, Plaintiff, vs. GERALD ARMSTRONG, an individual; ROBERT MINTON, an individual; THE LISA McPHERSON TRUST, a for-profit Florida corporation; and DOES 1 THROUGH 50, inclusive, Defendants.	CASE NO. CV 021632 **COMPLAINT FOR DAMAGES FOR:** **(1) BREACH OF CONTRACT;** **(2) INTENTIONAL INTERFERENCE WITH CONTRACTUAL RELATIONS;** **(3) CONSPIRACY TO BREACH CONTRACT AND TO INTERFERE WITH CONTRACTUAL RELATIONS**

INTRODUCTION

1. This action is brought by Plaintiff CHURCH OF SCIENTOLOGY INTERNATIONAL ("CSI") to recover damages for breach of a Mutual Release of All Claims and Settlement Agreement (the "Settlement Agreement") entered into between CSI and Defendant Gerald Armstrong ("Armstrong") on December 6, 1986.

2. Beginning in late 1989, Armstrong systematically began breaching virtually every material covenant to which he had agreed by entering into the Settlement Agreement. In 1992, CSI instituted suit against Armstrong seeking damages for his repeated breaches and provisional and permanent injunctive relief against future breaches.

4/2/02

CSI obtained a monetary judgment and a permanent injunction ("the Injunction") in this Court. Armstrong, who characterizes this Court's Injunction as "illegal" and "unconstitutional," and "a great stupidity," began almost immediately to violate the terms of the Injunction. As a result, Armstrong has been found by this Court to be in contempt on two separate occasions, citing 14 separate violations, and is the subject of two outstanding bench warrants. On July 13, 2001, Armstrong was again found to be in contempt of the Injunction on no less than 131 additional occasions. Armstrong has evaded both the fines and the imprisonment to which he has been sentenced by fleeing the jurisdiction and relocating to British Columbia, Canada.

3. This action seeks redress for a total of 201 breaches of paragraph 7D of the Settlement Agreement. CSI asserts claims for breach of contract against Armstrong, as the contracting party, claims for intentional interference with contractual relations against Defendants Robert Minton and the Lisa McPherson Trust whose financial resources were intended to, and specifically enabled them to act in concert and conspiracy with Armstrong to perpetuate his ongoing contempt of this Court and to violate on virtually a daily basis CSI's contractual rights.

PARTIES

4. Plaintiff CSI is a nonprofit religious corporation organized and existing under the laws of the State of California with its headquarters located in Los Angeles, California.

5. Armstrong, a long-time resident of Marin County, is presently a fugitive from this jurisdiction, having fled the jurisdiction and relocated in Canada to avoid incarceration for his three criminal contempt convictions arising from his wilful, repeated violations of the Injunction, which was entered on May 28, 1992 by this Court, the Honorable Gary Thomas, Superior Court Judge, presiding.

6. Defendant Robert Minton ("Minton") is an individual who maintains multiple residences in Massachusetts, New Hampshire, Florida, and perhaps elsewhere.

7. Despite its deceptive and misleading name, Defendant Lisa McPherson Trust

("LMT") is neither a trust nor any other sort of nonprofit enterprise. LMT, at all times until its dissolution in December 2001, was a for-profit corporation, organized and existing under the laws of the State of Florida, with its principal place of business in Clearwater, Florida. Minton is the founder, sole incorporator, and is the source of the financing of LMT.

8. LMT is, and at all times since its incorporation was, the alter ego of Minton and there exists, and at all times since LMT's incorporation has existed, a unity of interest and ownership between these two defendants such that any separateness between them has ceased to exist, in that Minton has completely controlled, dominated, managed and operated LMT since its incorporation for his own personal benefit.

9. LMT is, and at all times herein mentioned was, a mere shell, instrumentality and conduit through which defendant Minton carried on his own activities in the corporate name, exercising such complete control and dominance of the activities of LMT to such an extent that any individuality or separateness of LMT and Minton does not, and at all relevant times mentioned herein, did not exist. LMT made the barest pretense of adherence to corporate formalities. Indeed, Minton sold his entire interest in LMT to his mistress, Stacy Brooks ("Brooks"), for the sum of one dollar, yet continued to exercise complete control over LMT. Brooks, the President and sole shareholder of LMT, ran its affairs entirely under Minton's direction and for his benefit. Following the nominal transfer of ownership, Minton continued to finance LMT's operations. His control of LMT's finances was illustrated by the fact that he arranged for anonymous donors to transfer in excess of $500,000 to LMT's bank accounts. Upon receipt of these funds by LMT, Brooks immediately paid them out to Minton as a "repayment" of undocumented "loans" now claimed to be owed Minton by LMT.

10. Adherence to the fiction of the separate existence of LMT as an entity distinct and apart from Minton would permit an abuse of the corporate privilege and would promote injustice in that Minton has used LMT as a means of financing, supporting, and enabling Armstrong to breach the Settlement Agreement on virtually a

daily basis.

11. The activities of LMT and Minton are and have been regular and systematic throughout California since its incorporation in 1999. Indeed, seven of LMT's key officials and members of its Advisory Board, as identified in LMT's own materials, are citizens and residents of California, and not resident or officed in Florida. Armstrong himself is a member of LMT's Advisory Board and was a Marin County resident until he absconded to Canada to avoid paying his fines and serving his jail time. Minton, through his own actions and those of his alter ego, LMT, has purposefully flouted an Injunction issued by this Court, thereby directly interfering with the lawful authority of the courts of the State of California.

12. At all relevant times herein Armstrong on the one hand and Minton and LMT on the other hand combined, conspired, and agreed to perform the unlawful acts which are the subject of this Complaint and to conceal from discovery both the unlawful acts and the unlawful, conspiratorial participation of Minton and LMT therein.

13. The true names and capacities of the persons and/or entities that are sued herein as Defendant DOES 1 through 50, inclusive, are unknown to Plaintiff at this time, who therefore sues said Defendants by such fictitious names. Plaintiff will amend this Complaint to show their true names and capacities when the same are ascertained. Plaintiff is informed and believes and thereon alleges that each of the DOE Defendants is responsible in some manner for the acts complained of herein.

FACTS COMMON TO ALL CLAIMS FOR RELIEF

14. On December 6, 1986, CSI and Armstrong entered into the Settlement Agreement, a true and correct copy of which is attached hereto and incorporated herein by reference as Exhibit A. The Settlement Agreement was designed to end, once and for all, bitter litigation, including several separate cases then pending. In consideration for a settlement payment of $800,000, Armstrong and CSI exchanged mutual, general releases. In consideration, Armstrong made various covenants, including the following contained in paragraph 7D of the Settlement Agreement:

> Plaintiff agrees never to create or publish, or attempt to publish, and/or assist another to create for publication by means of magazine, article, book or other similar form, any writing or broadcast or to assist another to create, write, film or video tape or audio tape any show, program or movie, or to grant interviews or discuss with others, concerning their experiences with the Church of Scientology, or concerning their personal or indirectly acquired knowledge or information concerning the Church of Scientology, L. Ron Hubbard or any of the organizations, individuals and entities listed in Paragraph 1 above. Plaintiff further agrees that he will maintain strict confidentiality and silence with respect to his experiences with the Church of Scientology and any knowledge or information he may have concerning the Church of Scientology, L. Ron Hubbard, or any of the organizations, individuals or entities listed in Paragraph 1 above. . . . Plaintiff agrees that if the terms of this paragraph are breached by him, that CSI and the other Releasees would be entitled to liquidated damages in the amount of $50,000 for each such breach.

15. Beginning in late 1989, Armstrong began breaching his obligations under the Settlement Agreement, including the terms of paragraph 7D. As a result, CSI instituted suit against Armstrong, *Church of Scientology International v. Armstrong*, Marin County Action No. VC 157680 ("Armstrong 1"). Armstrong cross-complained, alleging that CSI had violated the Settlement Agreement and that the Settlement Agreement was void and unenforceable on a variety of grounds. Armstrong's claims were all dismissed as unfounded, and a judgment was entered in favor of CSI against Armstrong for more than $500,000 in damages, interest and costs. In addition, the Court entered a judgment of Injunction against Armstrong barring additional breaches by Armstrong of the Settlement Agreement. Armstrong, who had conveyed away all of the assets which he had, including substantial cash and a residence which he had purchased with the fruits of his $800,000 settlement, and who had subsequently discharged in Bankruptcy the monetary judgment entered against him, proceeded to violate the Injunction at will, resulting in the issuance of contempt orders against him on June 3, 1997, and February 11, 1998, respectively, and bench warrants with respect to those citations on August 6, 1997 and May 15, 1998. (True and correct copies of said orders and bench warrants are attached hereto and incorporated herein by reference as Exhibits B and C respectively.) Armstrong was again found in contempt by Order dated July 13, 2001. (A true and correct copy of this Order is attached hereto and incorporated herein

by reference as Exhibit D.)

16. Armstrong, having fled the jurisdiction, continued his contumacious conduct virtually unabated. Since the February 1998 contempt order, Armstrong made oral statements and statements created and transmitted via e-mail and by "posting" to the Internet newsgroup alt.religion.scientology thus committing more than 200 separate breaches of paragraph 7D of the Settlement Agreement and of the explicit terms of the Injunction. The date of each such breach and a short description of the substance of each is set forth in Exhibit E to this Complaint, and is incorporated herein by reference as if set forth in full.

17. Additionally, in December 1999, Armstrong traveled to Clearwater, Florida at the invitation of Minton and LMT, who paid for the expenses of Armstrong's visit, with the purpose and intent of enabling Armstrong to violate the Agreement including media and other public appearances as part of LMT's anti-Scientology campaign. While in Clearwater, Armstrong appeared at and addressed a gathering assembled and sponsored by LMT, which also produced a videotape of Armstrong's remarks. So brazen was Armstrong that he began his videotaped remarks by acknowledging that his address was prohibited by the Injunction.

18. On December 10, 1999, while still in Florida at the request and expense of Minton and LMT, Armstrong appeared at Radio Station WMNF-AM in Tampa, Florida and gave an interview on that station which violated paragraph 7D.

19. Minton is a self-appointed financial benefactor of persons such as Armstrong who are devoted to destroying the Scientology religion. Minton is also the sole incorporator of LMT, and is the source of funding for LMT's purpose – the demise of the Scientology religion. One of the earliest manifestations of his commitment to harm and act against the Scientology religion was Minton's offer, in March of 1996, of the sum of $360,000 for information leading to a revocation of the tax-exempt status of Scientology churches. At approximately that time, Minton also gave substantial sums to California residents Grady Ward and Keith Henson, who were defendants in copyright actions

brought to protect Scientology's intellectual property rights.

20. In late 1997, Minton became a director of FACTNet, a corporation whose purpose is to maintain a library of negative and misleading, often utterly false, materials regarding the Church of Scientology. In 1999, Minton resigned as a director of FACTNet and in November of that year formed LMT.

21. Minton was first given notice of the Settlement Agreement and its terms by letter dated January 14, 1998 from counsel for CSI, which enclosed a copy of the permanent injunction issued against Armstrong "and those acting in concert" with him.

22. Upon facts not fully ascertained until the summer of 2000, it was in or about January 1998, Minton paid Armstrong at least $90,000, of which at least $25,000 was, by secret agreement between Minton and Armstrong, for the specific purpose of financing Armstrong's breaches of paragraph 7D of the Settlement Agreement.

23. In December 1999, when LMT was formed, Minton invited Armstrong to become a member of LMT's "Advisory Committee," with the knowledge that Armstrong's participation in that committee would of necessity involve a violation of the Agreement. Armstrong, in turn, served on the committee continuously through 2001 and, in furtherance of their conspiracy, repeatedly violated the Agreement by promoting LMT's anti-Scientology agenda through hundreds of Internet postings as well as media and other public appearances. Minton and his alter ego, LMT, were aware that Armstrong's primary means for violating paragraph 7D of the Settlement Agreement was by e-mail and postings to the newsgroup alt.religion.scientology. In December of 1999, in addition to earlier monetary payment or payments to Armstrong, Minton or his alter ego, LMT, purchased a computer for Armstrong for the specific purpose of using it to make publications of writings about CSI and other beneficiaries of the Settlement Agreement in violation of that Agreement and in furtherance of the conspiratorial scheme alleged above. Armstrong has testified in other proceedings that Minton knew at the time that the computer would be used in this fashion and gave it to Armstrong for exactly that unlawful purpose.

24. In June 2000, Armstrong traveled to Germany to attend a public ceremony where Minton was presented with an award for his anti-Scientology activities by a small group of like-minded extremists. During this trip, Armstrong met with media representatives and engaged in further breaches of the Settlement Agreement. On information and belief, these travels and actions were financed and supported by Minton, individually or through his alter ego, the LMT, with the knowledge that Armstrong would use this opportunity to further violate the Settlement Agreement.

25. From May through July of 2001, Armstrong traveled to Russia, Germany, Denmark, the United Kingdom, and other countries where he met with media personnel and made numerous public statements in violation of the Settlement Agreement. On information and belief, these travels and actions were financed and supported by Minton, individually or through his alter ego, the LMT, with the knowledge that Armstrong would use this opportunity to further violate the Settlement Agreement by making numerous public appearances where these violations occurred, including in Leipzig, Germany where Armstrong publicly appeared with Minton, Brooks and other LMT employees. Minton encouraged Armstrong in the above violations.

FIRST CAUSE OF ACTION
(Breach of Contract of Gerald Armstrong)

26. Plaintiff hereby incorporates by reference the allegations contained in paragraphs 1 through 25, inclusive.

27. By reason of the facts alleged in paragraphs 15, 16, and 17 above, Armstrong has committed 201 separate and distinct breaches of paragraph 7D of the Settlement Agreement, as a result of which CSI is entitled to liquidated damages of $50,000 for each such breach, totaling $ 10,050,000.

SECOND CAUSE OF ACTION
(Intentional Interference with Contractual Relations Against Robert Minton and LMT)

28. Plaintiff hereby incorporates by reference the allegations contained in paragraphs 1 through 25, inclusive, and paragraph 27 above.

29. By reason of the facts set forth above, Minton and LMT had knowledge and notice of both the Settlement Agreement and the Injunction and nonetheless wilfully, deliberately, and maliciously aided and financially rewarded and enabled Armstrong to breach his contractual obligations, as alleged in paragraphs 15, 16, 17 and 24 above. Minton's intention in making payments to Armstrong and in causing LMT to make payments to Armstrong was to provide Armstrong with the financial wherewithal to allow him to continue his admitted breaches of the Settlement Agreement, to reward him for his earlier breaches, and to frustrate CSI and deny it the benefits of the Settlement Agreement to which it was and is entitled. In addition, in December 1999, Minton gave a computer to Armstrong as a reward for Armstrong's past breaches and to assist Armstrong to continue breaching paragraph 7D of the Settlement Agreement through e-mails and postings to the newsgroup alt.religion.scientology, thereby further frustrating CSI's efforts to obtain the benefits of the Settlement Agreement to which it was and is entitled.

30. As a direct and proximate result of the conduct of Minton and LMT as alleged above, CSI has been damaged in an amount in excess of the jurisdictional minimum of this Court, the exact amount of which will be proven at trial.

31. Minton and LMT harbor actual ill will and malice toward Plaintiff, and interfered with CSI's enjoyment of the benefits to which it was and is entitled under the Settlement Agreement as alleged above as part of Minton's and LMT's avowed plan to destroy the Scientology religion. Such conduct is wilful, malicious and despicable, and justifies an award of punitive damages in accordance with proof.

THIRD CAUSE OF ACTION

(Conspiracy to Breach Contract And To Interfere With Contractual Relations Against Gerald Armstrong, Robert Minton and LMT)

32. Plaintiff hereby incorporates by reference the allegations contained in paragraphs 1 through 25, inclusive.

33. As alleged in the First and Second Causes of Action, Defendants agreed and knowingly and wilfully conspired between themselves to enable Armstrong to breach his

contractual obligations and deliberately interfered with the contractual relations between Plaintiff and Armstrong and did the acts and things herein alleged pursuant to, and in furtherance of, the conspiracy and agreement as alleged above.

34. As a proximate result of the wrongful acts herein alleged, Plaintiff has been generally damaged in a sum to be proven at trial.

35. Further, at all times herein alleged, Defendants knew of the provisions of Plaintiff's Settlement Agreement with Armstrong. Notwithstanding this knowledge, the Defendants intentionally, wilfully, fraudulently and maliciously did the things herein alleged to defraud and oppress Plaintiff. Plaintiff is therefore entitled to exemplary or punitive damages in the sum of One Million Dollars ($1,000,000).

PRAYER FOR RELIEF

Plaintiff prays for relief as follows:

1. For damages in the amount of $ 10,050,000 for the breaches alleged in the First Cause of Action;

2. For damages in accordance with proof on the Second and Third Causes of Action;

3. For punitive and exemplary damages on the Second and Third Causes of Action;

4. For costs of suit herein; and

5. For such other and further relief as the Court may deem just and equitable.

Dated: April 2, 2002

Respectfully submitted,

WILSON CAMPILONGO LLP

By: _____
Andrew H. Wilson
Shauna T. Rajkowski

Attorneys for Plaintiff
CHURCH OF SCIENTOLOGY INTERNATIONAL

EXHIBIT A

000155

MUTUAL RELEASE OF ALL CLAIMS AND SETTLEMENT AGREEMENT

1. This Mutual Release of All Claims and Settlement Agreement is made between Church of Scientology International (hereinafter "CSI") and Gerald Armstrong, (hereinafter "Plaintiff") Cross-Complainant in Gerald Armstrong v. Church of Scientology of California, Los Angeles Superior Court, Case No. 420 153. By this Agreement, Plaintiff hereby specifically waives and releases all claims he has or may have from the beginning of time to and including this date, including all causes of action of every kind and nature, known or unknown for acts and/or omissions against the officers, agents, representatives, employees, volunteers, directors, successors, assigns and legal counsel of CSI as well as the Church of Scientology of California, its officers, agents, representatives, employees, volunteers, directors, successors, assigns and legal counsel; Religious Technology Center, its officers, agents, representatives, employees, volunteers, directors, successors, assigns and legal counsel; all Scientology and Scientology affiliated organizations and entities and their officers, agents, representatives, employees, volunteers, directors, successors, assigns and legal counsel; Author Services, Inc., its officers, agents, representatives, employees, volunteers, directors, successors, assigns and legal counsel; L. Ron Hubbard, his heirs, beneficiaries, Estate and its executor; Author's Family Trust, its beneficiaries and its trustee; and Mary Sue Hubbard, (all hereinafter collectively referred to as the

"Releasees"). The parties to this Agreement hereby agree as follows:

2. It is understood that this settlement is a compromise of doubtful and disputed claims, and that any payment is not to be construed, and is not intended, as an admission of liability on the part of any party to this Agreement, specifically, the Releasees, by whom liability has been and continues to be expressly denied. In executing this settlement Agreement, Plaintiff acknowledges that he has released the organizations, individuals and entities listed in the above paragraph, in addition to those defendants actually named in the above lawsuit, because among other reasons, they are third party beneficiaries of this Agreement.

3. Plaintiff has received payment of a certain monetary sum which is a portion of a total sum of money paid to his attorney, Michael J. Flynn. The total sum paid to Mr. Flynn is to settle all of the claims of Mr. Flynn's clients. Plaintiff's portion of said sum has been mutually agreed upon by Plaintiff and Michael J. Flynn. Plaintiff's signature below this paragraph acknowledges that Plaintiff is completely satisfied with the monetary consideration negotiated with and received by Michael J. Flynn. Plaintiff acknowledges that there has been a block settlement between Plaintiff's attorney, Michael J. Flynn, and the Church of Scientology and Churches and entities related to the Church of Scientology, concerning all of Mr. Flynn's clients who were in litigation with any Church of Scientology or related entity. Plaintiff has received a portion of this block

amount, the receipt of which he hereby acknowledges. Plaintiff understands that this amount is only a portion of the block settlement amount. The exact settlement sum received by Plaintiff is known only to Plaintiff and his attorney, Michael J. Flynn, and it is their wish that this remain so and that this amount remain confidential.

Signature line for Gerald Armstrong

4. For and in consideration of the above described consideration, the mutual covenants, conditions and release contained herein, Plaintiff does hereby release, acquit and forever discharge, for himself, his heirs, successors, executors, administrators and assigns, the Releasees, including Church of Scientology of California, Church of Scientology International, Religious Technology Center, all Scientology and Scientology affiliated organizations and entities, Author Services, Inc. (and for each organization or entity, its officers, agents, representatives, employees, volunteers, directors, successors, assigns and legal counsel); L. Ron Hubbard, his heirs, beneficiaries, Estate and its executor; Author's Family Trust, its beneficiaries and trustee; and Mary Sue Hubbard, and each of them, of and from any and all claims, including, but not limited to, any claims or causes of action entitled Gerald Armstrong v. Church of Scientology of California, Los Angeles Superior Court, Case No. 420 153 and all demands, damages, actions and causes of actions of every kind and nature, known or unknown,

for or because of any act or omission allegedly done by the Releasees, from the beginning of time to and including the date hereof. Therefore, Plaintiff does hereby authorize and direct his counsel to dismiss with prejudice his claims now pending in the above referenced action. The parties hereto will execute and cause to be filed a joint stipulation of dismissal in the form of the one attached hereto as Exhibit "A".

A. It is expressly understood by Plaintiff that this release and all of the terms thereof do not apply to the action brought by the Church of Scientology against Plaintiff for Conversion, Fraud and other causes of action, which action has already gone to trial and is presently pending before the Second District, Third Division of the California Appellate Court (Appeal No. B005912). The disposition of those claims are controlled by the provisions of the following paragraph hereinafter.

B. As of the date this settlement Agreement is executed, there is currently an appeal pending before the California Court of Appeal, Second Appellate District, Division 3, arising out of the above referenced action delineated as Appeal No. B005912. It is understood that this appeal arises out of the Church of Scientology's complaint against Plaintiff which is not settled herein. This appeal shall be maintained notwithstanding this Agreement. Plaintiff agrees to waive any rights he may have to take any further appeals from any decision eventually reached by the Court of Appeal or any rights he may have to oppose (by responding brief or any other means) any further appeals taken by the Church of

Scientology of California. The Church of Scientology of California shall have the right to file any further appeals it deems necessary.

5. For and in consideration of the mutual covenants, conditions and release contained herein, and Plaintiff dismissing with prejudice the action Gerald Armstrong v. Church of Scientology of California, Los Angeles Superior Court, Case No. 420 153, the Church of Scientology of California does hereby release, acquit and forever discharge for itself, successors and assigns, Gerald Armstrong, his agents, representatives, heirs, successors, assigns, legal counsel and estate and each of them, of and from any and all claims, causes of action, demands, damages and actions of every kind and nature, known or unknown, for or because of any act or omission allegedly done by Gerald Armstrong from the beginning of time to and including the date hereof.

6. In executing this Agreement, the parties hereto, and each of them, agree to and do hereby waive and relinquish all rights and benefits afforded under the provisions of Section 1542 of the Civil Code of the State of California, which provides as follows:

> "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

7. Further, the undersigned hereby agree to the following:

A. The liability for all claims is expressly denied by the parties herein released, and this final compromise and

settlement thereof shall never be treated as an admission of liability or responsibility at any time for any purpose.

B. Plaintiff has been fully advised and understands that the alleged injuries sustained by him are of such character that the full extent and type of injuries may not be known at the date hereof, and it is further understood that said alleged injuries, whether known or unknown at the date hereof, might possibly become progressively worse and that as a result, further damages may be sustained by Plaintiff; nevertheless, Plaintiff desires by this document to forever and fully release the Releasees. Plaintiff understands that by the execution of this release no further claims arising out of his experience with, or actions by, the Releasees, from the beginning of time to and including the date hereof, which may now exist or which may exist in the future may ever be asserted by him or on his behalf, against the Releasees.

C. Plaintiff agrees to assume responsibility for the payment of any attorney fee, lien or liens, imposed against him past, present, or future, known or unknown, by any person, firm, corporation or governmental entity or agency as a result of, or growing out of any of the matters referred to in this release. Plaintiff further agrees to hold harmless the parties herein released, and each of them, of and from any liability arising therefrom.

D. Plaintiff agrees never to create or publish or attempt to publish, and/or assist another to create for publication by means of magazine, article, book or other

similar form, any writing or to broadcast or to assist another to create, write, film or video tape or audio tape any show, program or movie, or to grant interviews or discuss with others, concerning their experiences with the Church of Scientology, or concerning their personal or indirectly acquired knowledge or information concerning the Church of Scientology, L. Ron Hubbard or any of the organizations, individuals and entities listed in Paragraph 1 above. Plaintiff further agrees that he will maintain strict confidentiality and silence with respect to his experiences with the Church of Scientology and any knowledge or information he may have concerning the Church of Scientology, L. Ron Hubbard, or any of the organizations, individuals and entities listed in Paragraph 1 above. Plaintiff expressly understands that the non-disclosure provisions of this subparagraph shall apply, inter alia, but not be limited, to the contents or substance of his complaint on file in the action referred to in Paragraph 1 hereinabove or any documents as defined in Appendix "A" to this Agreement, including but not limited to any tapes, films, photographs, recastings, variations or copies of any such materials which concern or relate to the religion of Scientology, L. Ron Hubbard, or any of the organizations, individuals, or entities listed in Paragraph 1 above. The attorneys for Plaintiff, subject to the ethical limitations restraining them as promulgated by the state or federal regulatory associations or agencies, agree not to disclose any of the terms and conditions of the settlement negotiations, amount of the

settlement, or statements made by either party during settlement conferences. Plaintiff agrees that if the terms of this paragraph are breached by him, that CSI and the other Releasees would be entitled to liquidated damages in the amount of $50,000 for each such breach. All monies received to induce or in payment for a breach of this Agreement, or any part thereof, shall be held in a constructive trust pending the outcome of any litigation over said breach. The amount of liquidated damages herein is an estimate of the damages that each party would suffer in the event this Agreement is breached. The reasonableness of the amount of such damages are hereto acknowledged by Plaintiff.

E. With exception to the items specified in Paragraph 7(L), Plaintiff agrees to return to the Church of Scientology International at the time of the consummation of this Agreement, all materials in his possession, custody or control (or within the possession, custody or control of his attorney, as well as third parties who are in possession of the described documents), of any nature, including originals and all copies or summaries of documents defined in Appendix "A" to this Agreement, including but not limited to any tapes, computer disks, films, photographs, recastings, variations or copies of any such materials which concern or relate to the religion of Scientology, L. Ron Hubbard or any of the organizations, individuals or entities listed in Paragraph 1 above, all evidence of any nature, including evidence obtained from the named defendants through discovery, acquired for the purposes of this lawsuit or any lawsuit, or acquired for any other purpose

concerning any Church of Scientology, any financial or administrative materials concerning any Church of Scientology, and any materials relating personally to L. Ron Hubbard, his family, or his estate. In addition to the documents and other items to be returned to the Church of Scientology International listed above and in Appendix "A", Plaintiff agrees to return the following:

(a) All originals and copies of the manuscript for the work "Excalibur" written by L. Ron Hubbard;

(b) All originals and copies of documents commonly known as the "Affirmations" written by L. Ron Hubbard; and

(c) All documents and other items surrendered to the Court by Plaintiff and his attorneys pursuant to Judge Cole's orders of August 24, 1982 and September 4, 1982 and all documents and other items taken by the Plaintiff from either the Church of Scientology or Omar Garrison. This includes all documents and items entered into evidence or marked for identification in Church of Scientology of California v. Gerald Armstrong, Case No. C 420 153. Plaintiff and his attorney will execute a Joint Stipulation or such other documents as are necessary to obtain these documents from the Court. In the event any documents or other items are no longer in the custody or control of the Los Angeles Superior Court, Plaintiff and his counsel will assist the Church in recovering these documents as quickly as possible, including but not limited to those tapes and other documents now in the possession of the United States District Court in the case of United States v. Zolin, Case No. CV

85-0440-HLH(Tx), presently on appeal in the Ninth Circuit Court of Appeals. In the event any of these documents are currently lodged with the Court of Appeal, Plaintiff and his attorneys will cooperate in recovering those documents as soon as the Court of Appeal issues a decision on the pending appeal.

To the extent that Plaintiff does not possess or control documents within categories A-C above, Plaintiff recognizes his continuing duty to return to CSI any and all documents that fall within categories A-C above which do in the future come into his possession or control.

F. Plaintiff agrees that he will never again seek or obtain spiritual counselling or training or any other service from any Church of Scientology, Scientologist, Dianetics or Scientology auditor, Scientology minister, Mission of Scientology, Scientology organization or Scientology affiliated organization.

G. Plaintiff agrees that he will not voluntarily assist or cooperate with any person adverse to Scientology in any proceeding against any of the Scientology organizations, individuals, or entities listed in Paragraph 1 above. Plaintiff also agrees that he will not cooperate in any manner with any organizations aligned against Scientology.

H. Plaintiff agrees not to testify or otherwise participate in any other judicial, administrative or legislative proceeding adverse to Scientology or any of the Scientology Churches, individuals or entities listed in Paragraph 1 above unless compelled to do so by lawful subpoena or other lawful process. Plaintiff shall not make

himself amenable to service of any such subpoena in a manner which invalidates the intent of this provision. Unless required to do so by such subpoena, Plaintiff agrees not to discuss this litigation or his experiences with and knowledge of the Church with anyone other than members of his immediate family. As provided hereinafter in Paragraph 18(d), the contents of this Agreement may not be disclosed.

I. The parties hereto agree that in the event of any future litigation between Plaintiff and any of the organizations, individuals or entities listed in Paragraph 1 above, that any past action or activity, either alleged in this lawsuit or activity similar in fact to the evidence that was developed during the course of this lawsuit, will not be used by either party against the other in any future litigation. In other words, the "slate" is wiped clean concerning past actions by any party.

J. It is expressly understood and agreed by Plaintiff that any dispute between Plaintiff and his counsel as to the proper division of the sum paid to Plaintiff by his attorney of record is between Plaintiff and his attorney of record and shall in no way affect the validity of this Mutual Release of All Claims and Settlement Agreement.

K. Plaintiff hereby acknowledges and affirms that he is not under the influence of any drug, narcotic, alcohol or other mind-influencing substance, condition or ailment such that his ability to fully understand the meaning of this Agreement and the significance thereof is adversely affected.

L. Notwithstanding the provisions of Paragraph 7(E) above, Plaintiff shall be entitled to retain any artwork created by him which concerns or relates to the religion of Scientology, L. Ron Hubbard or any of the organizations, individuals or entities listed in Paragraph 1 above provided that such artwork never be disclosed either directly or indirectly, to anyone. In the event of a disclosure in breach of this Paragraph 7(L), Plaintiff shall be subject to the liquidated damages and constructive trust provisions of Paragraph 7(D) for each such breach.

8. Plaintiff further agrees that he waives and relinquishes any right or claim arising out of the conduct of any defendant in this case to date, including any of the organizations, individuals or entities as set forth in Paragraph 1 above, and the named defendants waive and relinquish any right or claim arising out of the conduct of Plaintiff to date.

9. This Mutual Release of All Claims and Settlement Agreement contains the entire agreement between the parties hereto, and the terms of this Agreement are contractual and not a mere recital. This Agreement may be amended only by a written instrument executed by Plaintiff and CSI. The parties hereto have carefully read and understand the contents of this Mutual Release of All Claims and Settlement Agreement and sign the same of their own free will, and it is the intention of the parties to be legally bound hereby. No other prior or contemporaneous agreements, oral or written, respecting such matters, which are not specifically

incorporated herein shall be deemed to in any way exist or bind any of the parties hereto.

10. Plaintiff agrees that he will not assist or advise anyone, including individuals, partnerships, associations, corporations, or governmental agencies contemplating any claim or engaged in litigation or involved in or contemplating any activity adverse to the interests of any entity or class of persons listed above in Paragraph 1 of this Agreement.

11. The parties to this Agreement acknowledge the following:

A. That all parties enter into this Agreement freely, voluntarily, knowingly and willingly, without any threats, intimidation or pressure of any kind whatsoever and voluntarily execute this Agreement of their own free will;

B. That all parties have conducted sufficient deliberation and investigation, either personally or through other sources of their own choosing, and have obtained advice of counsel regarding the terms and conditions set forth herein, so that they may intelligently exercise their own judgment in deciding whether or not to execute this Agreement; and

C. That all parties have carefully read this Agreement and understand the contents thereof and that each reference in this Agreement to any party includes successors, assigns, principals, agents and employees thereof.

12. Each party shall bear its respective costs with respect to the negotiation and drafting of this Agreement and

all acts required by the terms hereof to be undertaken and performed by that party.

13. To the extent that this Agreement inures to the benefit of persons or entities not signatories hereto, this Agreement is hereby declared to be made for their respective benefits and uses.

14. The parties shall execute and deliver all documents and perform all further acts that may be reasonably necessary to effectuate the provisions of this Agreement.

15. This Agreement shall not be construed against the party preparing it, but shall be construed as if both parties prepared this Agreement. This Agreement shall be construed and enforced in accordance with the laws of the State of California.

16. In the event any provision hereof be unenforceable, such provision shall not affect the enforceability of any other provision hereof.

17. All references to the plural shall include the singular and all references to the singular shall include the plural. All references to gender shall include both the masculine and feminine.

18.(A) Each party warrants that they have received independent legal advice from their attorneys with respect to the advisability of making the settlement provided for herein and in executing this Agreement.

(B) The parties hereto (including any officer, agent, employee, representative or attorney of or for any party) acknowledge that they have not made any statement,

representation or promise to the other party regarding any fact material to this Agreement except as expressly set forth herein. Furthermore, except as expressly stated in this Agreement, the parties in executing this Agreement do not rely upon any statement, representation or promise by the other party (or of any officer, agent, employee, representative or attorney for the other party).

(C) The persons signing this Agreement have the full right and authority to enter into this Agreement on behalf of the parties for whom they are signing.

(D) The parties hereto and their respective attorneys each agree not to disclose the contents of this executed Agreement. Nothing herein shall be construed to prevent any party hereto or his respective attorney from stating that this civil action has been settled in its entirety.

(E) The parties further agree to forbear and refrain from doing any act or exercising any right, whether existing now or in the future, which act or exercise is inconsistent with this Agreement.

19. Plaintiff has been fully advised by his counsel as to the contents of this document and each provision hereof. Plaintiff hereby authorizes and directs his counsel to dismiss with prejudice his claims now pending in the action entitled Gerald Armstrong v. Church of Scientology of California, Los Angeles Superior Court, Case No. 420 153.

20. Notwithstanding the dismissal of the lawsuit pursuant to Paragraph 4 of this Agreement, the parties hereto agree that the Los Angeles Superior Court shall retain

jurisdiction to enforce the terms of this Agreement. This Agreement may be enforced by any legal or equitable remedy, including but not limited to injunctive relief or declaratory judgment where appropriate. In the event any party to this Agreement institutes any action to preserve, to protect or to enforce any right or benefit created hereunder, the prevailing party in any such action shall be entitled to the costs of suit and reasonable attorney's fees.

21. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be a duplicate original, but all of which, together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, on the date opposite their names.

Dated: December 6, 1986

GERALD ARMSTRONG

Witness

Witness

Dated: 12/6/86

APPROVED AS TO FORM AND CONTENT:

MICHAEL J. FLYNN
Attorney for
GERALD ARMSTRONG

Dated: December 11, 1986

for
CHURCH OF SCIENTOLOGY INTERNATIONAL

STATE OF CALIFORNIA)
) ss.
County of Los Angeles)

AFFIDAVIT OF GERALD ARMSTRONG

I, GERALD ARMSTRONG, being duly sworn, depose and state as follows:

1. The following statements are made voluntarily, of my own free will, and after full consultation with my attorneys, Michael Flynn and Bruce Bunch.

2. I hereby acknowledge the consummation of a Mutual Release and Agreement reached between myself and the Church of Scientology International.

3. In accordance with the terms of said Mutual Release and Agreement, I hereby state that I have returned to the Church of Scientology International all "documents" of any nature in my possession, custody or control relating to the practices of Dianetics or Scientology, all evidence of any nature acquired or retained for the purpose of any lawsuit or for any other purpose concerning any Church of Scientology or any of the other individuals or entities listed or referred to in the Mutual Release and Agreement, any financial or administrative materials concerning any Church of Scientology or any of the other individuals or entities listed or referred to in the Mutual Release and Agreement, and any materials relating to L. Ron Hubbard, his family, or his estate.

4. The term "documents" as used herein includes but is not limited to all originals, copies and copies derived from but not identical to the original, no matter how prepared, and

all writings, papers, notes, records, books and other tangible things including, by way of example and not of limitation, the following:

a. Memoranda, notes, calendars, appointment books, shorthand or stenographer's notebooks, correspondence, letters and telegrams, whether received, sent, filed or maintained internally;

b. Drafts or notes, whether typed, penciled or otherwise, whether or not used;

c. Minutes, reports or summaries of meetings;

d. Contracts, agreements, understandings, commitments, proposals or other business records;

e. Recordings, transcriptions or memoranda or notes made of any telephone or face-to-face oral conversations between or among persons;

f. Dictated tapes or other sound recordings;

g. Computer printouts or reports and the applicable program or programs therefor;

h. Tapes, computer disks, cards, or any other means by which data is stored or preserved electrically, electronically, magnetically or mechanically, and the applicable program or programs therefor (from which the undersigned may reproduce or cause to be reproduced such data in written form);

i. Pictures, drawings, photographs, slides, films, negatives, charts or other graphic representations;

j. Checks, bills, notes, receipts, or other evidence of payment;

k. Ledgers, journals, financial statements, accounting records, operating statements, balance sheets or statements of accounts.

l. Any publications by the Church of Scientology of California, by Bridge Publications, or by New Era Publications, Inc. or any other Church of Scientology or related entity or individual.

5. The Foregoing Excludes attorney/client correspondence

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

GERALD ARMSTRONG

Sworn and subscribed to before me this 6TH day of December, 1986, at Los Angeles, California.

Jo-Ann A Richardson

Notary Public for the State California

OFFICIAL SEAL
JO-ANN A RICHARDSON
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My comm. expires OCT 5, 1987

EXHIBIT B

Andrew H. Wilson
WILSON, RYAN & CAMPILONGO
235 Montgomery Street
Suite 450
San Francisco, California 94104
(415) 391-3900

Attorneys for Plaintiff
CHURCH OF SCIENTOLOGY INTERNATIONAL

FILED

JUN 05 1997

JOHN P. MONTGOMERY,
Court Executive Officer
MARIN COUNTY COURTS
By: C. Baker, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF MARIN

CHURCH OF SCIENTOLOGY INTERNATIONAL, a California not-for-profit religious corporation; Plaintiff, vs. GERALD ARMSTRONG; DOES 1 through 25, inclusive, Defendants.	Case No. 152229 ORDER OF CONTEMPT

The contempt proceedings against Defendant GERALD ARMSTRONG came on for hearing by the Court on May 23, 1997 pursuant to this Court's ORDER TO SHOW CAUSE RE CONTEMPT issued on February 18, 1997, and further pursuant to this Court's ORDER ALLOWING SERVICE OF THE ORDER TO SHOW CAUSE RE CONTEMPT issued on March 5, 1997. Petitioner CHURCH OF SCIENTOLOGY INTERNATIONAL appeared by its counsel, Andrew H. Wilson. Defendant ARMSTRONG did not appear nor did Defendant file any opposition or evidence.

GOOD CAUSE APPEARING THEREFOR, the Court makes the following findings:

1. On October 17, 1995 this Court entered an Order of Permanent Injunction against ARMSTRONG (the "Order") following motions for summary adjudication brought by Plaintiff. This

EXHIBIT A

Order was later incorporated into a judgment entered against Mr. Armstrong on May 2, 1996 (the "Judgment"). The Order prohibits ARMSTRONG from voluntarily assisting any persons litigating claims adverse to the "Beneficiaries" and from creating or publishing "works" discussing any of the Beneficiaries. One of the Beneficiaries is a corporation known as Religious Technology Center ("RTC").

2. The Order was valid when rendered and remains fully enforceable, notwithstanding ARMSTRONG's appeal of the Judgment. The filing of a Notice of Appeal does not render a valid order unenforceable.

3. ARMSTRONG had knowledge of the Order. ARMSTRONG's counsel appeared at the hearing pertaining to the Order and received Notice of Entry. ARMSTRONG also received a Notice of Entry of Order which was served on his counsel. ARMSTRONG's actual knowledge of the Order is also shown by the fact that ARMSTRONG himself signed and filed a Notice of Appeal of the Judgment.

4. ARMSTRONG had the ability to comply with the Order. The Order was specific. It prohibited ARMSTRONG from voluntarily assisting any person arbitrating or litigating adversely to the Beneficiaries and also prohibited ARMSTRONG from facilitating in any manner the creation, publication, broadcast, writing, electronic recording or reproduction of various documentary works. There has been no suggestion, and certainly no showing by ARMSTRONG, that he is incapable of complying with the Order.

///

EXHIBIT A

5. ARMSTRONG willfully disobeyed the Order. On or about January 26, 1997, ARMSTRONG sent a document entitled DECLARATION OF GERALD ARMSTRONG to United States District Judge Ronald M. Whyte. Judge Whyte was at the time presiding over three cases in which the plaintiff is RTC. In the Declaration, ARMSTRONG recites his understanding that he was prohibited from sending such a Declaration directly to litigants and states that he is instead sending it directly to Judge Whyte in the hopes of influencing his decision on a pending matter. This evidences ARMSTRONG's willful disobedience of the Order and Judgment.

IT IS HEREBY ADJUDGED, ORDERED AND DECREED that Defendant GERALD ARMSTRONG is guilty of Contempt of Court for a failure to obey the Order and Judgment by sending the Declaration, as described above, to Judge White. As set forth above, the Order was valid and enforceable; ARMSTRONG had knowledge of the Order, had the ability to comply with the Order and willfully disobeyed the Order.

IT IS FURTHER ADJUDGED, ORDERED AND DECREED that Defendant GERALD ARMSTRONG is to be punished for the foregoing contempt by a fine of $1,000.00 and confinement in the County Jail for a period not to exceed 48 hours.

Dated: JUN 03 1997

GARY W. THOMAS

JUDGE OF THE SUPERIOR COURT

docs\pk\wc42.003\contempt.ord

EXHIBIT

000178

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Attorneys for Plaintiff/Judgment Creditor

FILED

FEB 20 1998

JOHN P. MONTGOMERY,
Court Executive Officer
MARIN COUNTY COURTS
By: T. Olsen, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF MARIN

CHURCH OF SCIENTOLOGY INTERNATIONAL, a California not-for-profit religious corporation, Plaintiff, vs. GERALD ARMSTRONG; MICHAEL WALTON; THE GERALD ARMSTRONG CORPORATION, a California for-profit corporation; DOES 1 through 100, inclusive, Defendants.	CASE NO. 152229 CASE NO. 157680 (CONSOLIDATED) SECOND ORDER OF CONTEMPT

The second post-judgment contempt proceedings against Defendant GERALD ARMSTRONG, on the Court's Order to Show Cause issued on December 2, 1997, came before this Court on January 30, 1998 at approximately 1:45 p.m. Defendant Armstrong failed to appear. The Court has reviewed all papers submitted and has taken oral argument.

GOOD CAUSE APPEARING THEREFOR, the Court makes the following findings:

WILSON, RYA CAMPILONGO
235 Montgomery Street, Suite 450
San Francisco, California 94104

1. On October 17, 1995, this Court entered an Order of Permanent Injunction against Armstrong (the "Order") and subsequently incorporated the Order into a judgment entered against Armstrong on May 2, 1996 (the "Judgment"). By this Court's Order, Armstrong is prohibited from voluntarily assisting any persons litigating claims adverse to the "Beneficiaries"; from "facilitating in any manner the creation, publication, broadcast, writing, filming, audio recording, video recording, electronic recording or reproduction of any kind of any book, article, film, television program, radio program, treatment, declaration, screenplay or other literary, artistic or documentary work of any kind which discusses, refers to or mentions Scientology, the Church, and/or any of the Beneficiaries"; and from discussing with anyone, not a member of Armstrong's immediate family or his attorney, Scientology, the Church, and/or any of the Beneficiaries".

2. The Order was valid when rendered and remains fully valid and enforceable. The Court notes that Armstrong's appeal of the Judgment has been dismissed. The Court notes further, however, that even during the pendency of Armstrong's appeal, he was obligated to obey the lawful Order of this Court.

3. Armstrong had knowledge of the Order and, further, that he had the ability to comply with the Order. The Order was specific as to the restrictions it imposed upon Armstrong. There has been no showing, nor suggestion, that he is incapable of complying with the Order. Rather there is ample evidence before this Court that Armstrong has knowingly and deliberately chosen to breach and/or disregard this Court's Order, on numerous occasions.

4. Upon review of the full record before it, this Court has determined that Armstrong has willfully disobeyed the Order. The Court has determined that in thirteen (13) separate incidents between September 2, 1997 and November 26, 1997, Armstrong knowingly and willfully disobeyed the Order of this Court, as follows:

(a) On or about September 2, 1997, in violation of the Order, Armstrong created and caused to be widely disseminated by means of the Internet a documentary work which

discussed CSI and other beneficiaries of the Settlement Agreement. See Declaration of Andrew H. Wilson in support of Ex Parte Application for Order to Show Cause re Contempt, Exhibit E.

(b) On or about October 14, 1997, in violation of the Order, Armstrong created and caused to be widely disseminated by means of the Internet a documentary work which violated the terms of the above referenced Judgment. See Wilson declaration, Exhibit F.

(c) On or about October 14, 1997, in violation of the Order, Armstrong created and caused to be widely disseminated by means of the Internet a documentary work which violated the terms of the above referenced Judgment. See Wilson declaration, Exhibit G.

(d) Also on or about October 14, 1997, in violation of the Order, Armstrong created and caused to be widely disseminated by means of the Internet a documentary work which violated the terms of the above referenced Judgment. See Wilson declaration, Exhibit H.

(e) On or about October 20, 1997, in violation of the Order, Armstrong created and caused to be widely disseminated by means of the Internet a documentary work which violated the terms of the above referenced Judgment. See Wilson declaration. Exhibit I.

(f) Also on or about October 20, 1997, in violation of the Order, Armstrong created and caused to be widely disseminated by means of the Internet a documentary work which violated the terms of the above referenced Judgment. See Wilson declaration, Exhibit J.

(g) On or about October 23, 1997, Armstrong caused to be widely disseminated by means of the Internet a letter written to the Hon. Alfonse D'Amato concerning the efforts of CSI to combat religious discrimination in Germany. This action constituted the publication and/or broadcast of a documentary work which violated the terms of the above referenced Judgment. See Wilson declaration, Exhibit K.

(h) In or about early October, 1997, in violation of the Order, Armstrong voluntarily and willingly participated in a videotaped interview during which he violated the

terms of the above referenced Judgment. Armstrong was informed prior to the interview that it was being recorded for broadcast on British television. See Wilson declaration, Exhibit C.

(i) In or about October, 1997, Armstrong gave a speech on or about October 26, 1997. In that speech, Armstrong violated the Injunction and the above referenced judgment

(j) During that same visit, Armstrong gave an interview to the Berliner *Zeitung*, resulting in an article in that publication, an examination of which article clearly shows that the interview given violated the Injunction. See Wilson declaration, Exhibits M and N.

(k) On October 28, 1997, Armstrong traveled to Hamburg, Germany where he appeared at a public event. During which, Armstrong committed further violations of the terms of the Judgment, as reprinted in the October 28th edition of the *Frankfurter Rundschau*. See Wilson declaration, Exhibits P.

(l) Also on this trip to Germany, Armstrong gave interviews to at least three television interviewers resulting in broadcasts on Germany TV channels N-TV, B1 TV and SAT 1 TV. In addition to this, Armstrong was interviewed by the regional newspaper *Taz*, resulting in the article of October 28, 1997. See Wilson declaration, Exhibits Q and R.

(m) On that date November 26, 1997, Armstrong created another Internet posting which purported to be a verbatim transcription of a complaint which Armstrong had recently filed in the United States District court for the District of Nevada. See Wilson declaration, Exhibit S. This complaint is a "documentary work" concerning a "beneficiary" as contemplated by the Order while the filing of this complaint is privileged, its publication on the Internet is not and is a violation of the terms of the Judgment.

IT IS HEREBY ADJUDGED, ORDERED AND DECREED that Defendant Armstrong is guilty of 13 separate acts of Contempt of Court for his repeated failures to obey the Order and Judgment. As set forth above, the Order at all times was and remains valid and enforceable; Armstrong had knowledge of the Order, and the ability to comply with this Order. He willfully and repeatedly disobeyed the Court's Order.

IT IS FURTHER ADJUDGED, ORDERED AND DECREED that Defendant Gerald

C:\02-001

Armstrong is to be punished for the foregoing contempt by a fine of $200 for each separate violation (for a total of $2,600) and confinement in the County Jail for a period of two days (48 hours) for each separate violation (for a total of 26 days). Armstrong is to surrender himself to Marin County law enforcement officers for the enforcement of said penalties on or before February 10, 1998. Should Armstrong fail to do so, a bench warrant will be issued for his immediate arrest and incarceration until the fines imposed for his acts of contempt are satisfied. Should such a bench warrant be necessary, bail on the warrant is set at $10,000 (ten thousand dollars).

DATED: 2-11-98, 1998.

GARY W. THOMAS

JUDGE OF THE SUPERIOR COURT

EXHIBIT C
000184

ORIGINAL

ANDREW H. WILSON, SBN 63209
SHAUNA T. RAJKOWSKI, SBN 148239
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San Francisco, California 94104
Telephone: (415) 391-3900

Attorneys for Plaintiff
CHURCH OF SCIENTOLOGY INTERNATIONAL

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF MARIN

CHURCH OF SCIENTOLOGY INTERNATIONAL, a California not-for-profit religious corporation, Plaintiff, vs. GERALD ARMSTRONG; DOES 1 through 25, inclusive, Defendants.	CASE NO. 152229 BENCH WARRANT (CIVIL)

The People of the State of California to any peace officer of this state:

On October 17, 1995 this Court entered an Order of Permanent Injunction against Defendant GERALD ARMSTRONG ("ARMSTRONG"). The Order prohibits ARMSTRONG from voluntarily assisting any persons litigating claims adverse to the "Beneficiaries" and prohibiting "works" discussing any of the Beneficiaries. The Order was valid. ARMSTRONG had knowledge of the Order. ARMSTRONG has the ability to comply with the Order.

ARMSTRONG willfully disobeyed the Order on thirteen (13) separate occasions between September 2, 1997 and November 26, 1997, which were brought to the attention of this court on December 2, 1997 which on that date issued an Order to Show Cause re Contempt for those

violations. Said OSC re Contempt was heard by the Hon Gary W. Thomas on January 30, 1998 and, on February 11, 1998 Judge Thomas signed the SECOND ORDER OF CONTEMPT, a true and correct copy of which is attached hereto and incorporated herein by reference as Exhibit A.

YOU ARE THEREFORE ORDERED forthwith to arrest GERALD ARMSTRONG whose last known address: 715 Sir Francis Drake Boulevard, San Anselmo, CA 94960-1949 and bring him before this Court to show cause why he should not be punished for contempt for disobeying the mandate of this Court.

Arrest under this bench warrant may be made at any time of the day or night.

Bail is fixed in the sum of $ 10,000 (and pursuant to the ORDER OF CONTEMPT, including a fine of $2600.00 and confinement in the County Jail for a period not to exceed 26 days).

IT IS SO ORDERED

Date: 1/17/98

JUDGE OF THE SUPERIOR COURT

SCI02-003.Bench Warrant

ANDREW E. WILSON SBN 063209
CLAUDETTE C. GREENE SBN 184437
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Attorneys for Plaintiff
CHURCH OF SCIENTOLOGY INTERNATIONAL

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF MARIN

CHURCH OF SCIENTOLOGY INTERNATIONAL, a California not-for-profit religious corporation; Plaintiff, vs. GERALD ARMSTRONG; DOES 1 through 25, inclusive, Defendants.	Case No. 152229 BENCH WARRANT (Civil) BY FAX

The People of the State of California to any peace officer of this state:

On October 17, 1995, this Court entered an Order of Permanent Injunction against Defendant GERALD ARMSTRONG ("ARMSTRONG"). The Order prohibits ARMSTRONG from voluntarily assisting any persons litigating claims adverse to the "Beneficiaries" and prohibiting "works" discussing any of the Beneficiaries. The Order was valid. ARMSTRONG had knowledge of the Order. ARMSTRONG has the ability to comply with the Order.

ARMSTRONG willfully disobeyed the Order by sending a declaration to Judge White.

The Contempt proceedings against ARMSTRONG came on for hearing by the above-referenced Court on May 23, 1997 pursuant to this

WILSON CAMPILONGO LLP
115 Sansome Street, Suite 400
San Francisco, California 94104

Filed By Fax & File

Court's ORDER TO SHOW CAUSE RE CONTEMPT issued on February 18, 1997, and pursuant to this Court's ORDER ALLOWING SERVICE OF THE ORDER TO SHOW CAUSE RE CONTEMPT issued on March 5, 1997. ARMSTRONG did not appear nor did ARMSTRONG file any opposition or evidence. An ORDER OF CONTEMPT was issued by this Court on June 5, 1997 (A true and correct copy of this order is attached and highlighted here as Exhibit A).

YOU ARE THEREFORE ORDERED forthwith to arrest GERALD ARMSTRONG whose last known address: 715 Sir Francis Drake Boulevard, San Anselmo, CA 94960-1949 and bring him before this Court to show cause why he should not be punished for contempt for disobeying the mandate of this Court.

Arrest under this bench warrant may be made at any time of the day or night.

Bail is fixed in the sum of $ 5,000 (and pursuant to the ORDER OF CONTEMPT, including a fine of $1000.00 and confinement in the County Jail for a period not to exceed 48 hours).

IT IS SO ORDERED

Date: Aug 6, 1997

Gary W. Thomas
JUDGE OF THE SUPERIOR COURT

EXHIBIT D

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Attorneys for Plaintiff
CHURCH OF SCIENTOLOGY INTERNATIONAL

FILED

JUL 13 2001

JOHN P. MONTGOMERY,
Court Executive Officer
MARIN COUNTY SUPERIOR COURT
By: J. Minkiewicz, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF MARIN

CHURCH OF SCIENTOLOGY INTERNATIONAL, a California nonprofit religious corporation, Plaintiff, vs. GERALD ARMSTRONG, et al. Defendants.	CASE NO. 152229 ORDER OF CONTEMPT Date: January 17, 2001 Time: 9:30 a.m. Dept: 6

Contempt proceedings against Defendant GERALD ARMSTRONG ("ARMSTRONG") came on regularly for hearing by the Court, the Honorable Vernon F. Smith, Superior Court Judge, presiding, on January 17, 2001, pursuant to this Court's ORDER TO SHOW CAUSE RE CONTEMPT issued on December 3, 2000. Petitioner CHURCH OF SCIENTOLOGY INTERNATIONAL appeared by its counsel, Andrew H. Wilson of Wilson Campilongo LLP. Defendant ARMSTRONG made no appearance;

however, acting on his own behalf, he did file a lengthy opposition and a sworn declaration dated January 9, 2001.

Having considered the record and the papers submitted by the parties, and having entertained the argument of counsel who appeared, and being fully informed, and GOOD CAUSE APPEARING THEREFOR, the Court makes the following findings:

1. On October 17, 1995, this Court entered an Order of Permanent Injunction against ARMSTRONG (the "Order") after granting motions for summary adjudication of issues brought by Plaintiff. (Attached hereto as Exhibit A.) The Order was later incorporated into a judgment entered against ARMSTRONG on May 2, 1996 (the "Judgment", attached hereto as Exhibit B.). The Order prohibits ARMSTRONG from voluntarily assisting any persons litigating claims adverse to the "Beneficiaries" named in the valid and binding contract upon which Plaintiff's claims were based and prohibits ARMSTRONG from creating or publishing "works" discussing any of those Beneficiaries. One of the Beneficiaries is the petitioner CHURCH OF SCIENTOLOGY INTERNATIONAL.

2. The Order was valid when entered and remains fully enforceable. ~~Although ARMSTRONG filed a Notice of Appeal from the underlying judgment, that Notice of Appeal is irrelevant to the proceedings~~. ARMSTRONG's appeal was dismissed on December 23, 1997 ~~on the ground of the so-called "fugitive disentitlement doctrine,"~~ ~~based upon the fact that ARMSTRONG, having already been adjudged in contempt of the Order and the subject of a bench warrant, had fled the jurisdiction and relocated to Canada~~. (A true and correct copy of the Court of Appeal's dismissal of Armstrong's appeal is attached hereto as Exhibit C).

3. ARMSTRONG had notice and knowledge of the Order. ARMSTRONG's counsel appeared at the hearing pertaining to the Order and received the Notice of Entry. (Attached hereto as Exhibit D is a copy of the first 2 pages of the Reporter's Transcript of the proceedings of October 6, 1995). ARMSTRONG also received a Notice of Ruling dated October 18, 1995 which was served on his counsel. (A copy of the Notice of Ruling

is attached hereto as Exhibit E.) ARMSTRONG's actual knowledge of the Order is also shown by the statements made concerning the Judgment in paragraphs 1-4 and 15 of his January 9, 2001 declaration and his references to the Notice of Appeal of the Judgment.

4. ARMSTRONG had the ability to comply with the Order. The Order is specific and unambiguous. It prohibits ARMSTRONG from voluntarily assisting any person arbitrating or litigating adversely to the Beneficiaries and also prohibits ARMSTRONG from facilitating in any manner or participating in the creation, publication, broadcast, writing, electronic recording or reproduction of works discussing those Beneficiaries. There has been no suggestion, and certainly no showing by ARMSTRONG, that he is incapable of complying with the Order.

5. ARMSTRONG repeatedly, willfully and intentionally disobeyed the Order:

(a) On June 5, 1997, the Court found ARMSTRONG in contempt for violations of the Order, sentencing him to 2 days in jail and a fine of $1,000. (Attached hereto as Exhibit F.) A bench warrant was subsequently issued for Armstrong's arrest. (A copy of which is attached hereto as Exhibit G.)

(b) ARMSTRONG continued to violate the Order, and on February 20, 1998, he was again found in contempt. The Court sentenced him to an additional 26 days in jail and a fine of $2,600. (Attached hereto as Exhibit H.) On May 15, 1998, a second bench warrant was issued. (Attached hereto as Exhibit I.) Armstrong has not served either sentence and has left the State of California.

(c) Petitioner has shown that: (1) During the period of February 20, 1998 to July 10, 2000, ARMSTRONG made a total of 131 postings on the Internet, each of which violated one or more provisions of the Injunction; (2) ARMSTRONG traveled to Clearwater, Florida and on December 5, 1999 spoke in direct violation of the Order before a public gathering sponsored by an organization known as the Lisa McPherson Trust; and (3) ARMSTRONG traveled to Tampa, Florida and on December 10, 1999 gave an interview on radio station WMNF-AM, during which he again violated the terms of the Order.

(d) ARMSTRONG did not deny these violations. In his January 9, 2001 declaration under penalty of perjury, ARMSTRONG stated, "I have violated Scientology's Injunction thousands of times since former Marin County Superior Court Judge [Gary Thomas] signed it in October, 1995."

IT IS HEREBY ADJUDGED, ORDERED AND DECREED that Defendant GERALD ARMSTRONG is guilty of Contempt of Court for his intentional and willful failures to obey the Order as described above. As set forth above, the Order is valid and enforceable; ARMSTRONG had notice and knowledge of the Order, had the ability to comply with the Order and repeatedly and admittedly willfully disobeyed the Order. The Court notes that there are two outstanding Bench Warrants which resulted from two previous contempt convictions which also arose out of ARMSTRONG's violations of the Order. The Court will not impose a specific punishment at this time. However, this Court retains jurisdiction and at such time as ARMSTRONG is apprehended, he is to be brought before this Court for the consideration of additional sanctions for the aforesaid acts of contempt after hearing from both sides.

Dated: JUL 12 2001

VERNON F. SMITH
JUDGE OF THE SUPERIOR COURT

EXHIBIT E

ARMSTRONG BREACHES OF SETTLEMENT AGREEMENT

INTERNET POSTINGS:

1.	1 Mar 1998	Posting by Armstrong in response to Roland Rashleigh-Berry. Armstrong describes his alleged experiences when he worked in Public Relations in Scientology in the 1970s.
2.	5 Mar 1998	Posting by Armstrong in which he posts a derogatory affidavit which he had written regarding Scientology that he had submitted to Revenue Canada.
3.	21 May 1998	Posting by Armstrong critical of the Church of Scientology.
4.	22 May 1998	Posting by Armstrong which includes a declaration by Armstrong, filed in another case, in which he discusses his alleged background in Scientology and makes various accusations against the Church.
5.	16 Jul 1998	Posting by Armstrong critical of the Church and Church executives.
6.	27 Aug 1998	Posting by Armstrong critical of Mr. Hubbard and his schooling.
7.	5 Sept 1998	Posting by Armstrong regarding the dismissal of his lawsuit against CSI in Nevada, his status as a fugitive from justice, and his criticism of the California justice system.
8.	24 Sept 1998	Posting by Armstrong regarding Grady Ward, a copyright infringer against the Church, where Armstrong wants to meet Ward and discuss their litigation and have Ward testify against the Church in Armstrong's opposition to a finding of his contempt of court.
9.	25 Sept 1998	Posting by Armstrong offering to be an expert witness for Grady Ward in the suit brought against Ward for violating copyrights of Scientology materials.
10.	30 Sept 1998	Posting by Armstrong critical of Scientology spiritual practices.
11.	17 Nov 1998	Posting by Armstrong of his declaration claiming that the Church caused him to be detained by police in San Anselmo, California.

12.	27 Nov 1998	Posting by Armstrong in which he claims that no one who has communicated with him has been sued or will be sued pursuant to the injunction against him. Armstrong admits that he has communicated with other media entities and individuals about Scientology and his experiences.
13.	24 Dec 1998	Posting by Armstrong where he talks about setting up a national level debate or hearing about Scientology.
14.	24 Dec 1998	Posting by Armstrong suggesting that a compilation of letters critical of the Church be given out at future protests or to the media.
15.	8 Jan 1999	Posting by Armstrong in response to posting by Ralph Hilton, another former Scientologist whom Armstrong allegedly knew, discussing Armstrong's recollection of events from his days in the Church.
16.	12 Jan 1999	Posting by Armstrong in which he comments on past postings he made about Scientologists.
17.	12 Jan 1999	Posting by Armstrong responding to Rick Larsen, concerning a personality test used in Scientology churches.
18.	12 Jan 1999	Posting by Armstrong about a fire that occurred when Armstrong was in one church in Clearwater, Florida.
19.	12 Jan 1999	Posting by Armstrong responding to "John D.", saying he is writing a book critical of Scientology, and criticizing the Permanent Injunction.
20.	16 Jan 1999	Posting by Armstrong critical of Scientologists making donations for religious service.
21.	18 Jan 1999	Posting by Armstrong, as a continuation of the previous posting, comparing Scientology and Christianity.
22.	22 Feb 1999	Posting by Armstrong discussing ARS and how it is a hot bed of anti-Scientology sentiments and it "is bringing the gospel" to Scientologists.

23.	22 Feb 1999	Posting by Armstrong attempting to provoke a "response" from the psychiatric community against the Church.
24.	6 Mar 1999	Posting by Armstrong re his experiences with William Broderick who he knew when they were both in Scientology.
25.	17 Mar 1999	Posting by Armstrong responding to Rob Clark, and explaining what one of Armstrong's positions was when he was a Church staff member.
26.	20 Mar 1999	Posting by Armstrong which quotes an attacker of the Church.
27.	21 Mar 1999	Posting by Armstrong with a number of reasons why he claims Scientology won't succeed.
28.	21 Mar 1999	Posting by Armstrong where he describes actions he allegedly performed during a project while working on Church staff.
29.	22 Mar 1999	Posting by Armstrong where he makes allegations about Vicki Aznaran, a former Scientologist who sued the Church and later settled.
30.	28 Mar 1999	Posting by Armstrong re Mr. Hubbard's military service which Armstrong supposedly knew about and which was mentioned in his earlier litigation with the Church.
31.	28 Mar 1999	Posting by Armstrong of the Settlement Agreement signed on 3-19-99 in a suit brought by Scientology entities for copyright infringement, including Armstrong's own comments about Scientology and that case.
32.	2 April 1999	Posting by Armstrong critical of a Church executive.
33.	3 April 1999	Posting by Armstrong attacking the Church and its news journal, Freedom Magazine.
34.	3 April 1999	Posting by Armstrong criticizing certain Scientology practices and writings.
35.	4 April 1999	Posting by Armstrong criticizing Mr. Hubbard.

36.	4 April 1999	Posting by Armstrong regarding documents he allegedly saw while he was a Church staff member.
37.	7 April 1999	Posting by Armstrong regarding a web page allegedly put up by Scientologists.
38.	11 Apr 1999	Posting by Armstrong stating that opposition to "Scientology the religion" and distribution of their "sacred scriptures" is protected religious expression and pickets are tax deductible religious contributions.
39.	19 Apr 1999	Posting by Armstrong concerning a Church staff member from the early 1980's.
40.	20 Apr 1999	Posting by Armstrong containing allegations about Mr. Hubbard.
41.	20 Apr 1999	Posting by Armstrong commenting on a letter from Grady Ward to a Church attorney, including allegations about his own settlement with the Church.
42.	20 Apr 1999	Posting by Armstrong ridiculing certain Scientology beliefs.
43.	20 Apr 1999	Posting by Armstrong denigrating Scientology and its leadership.
44.	22 Apr 1999	Posting by Armstrong concerning the alleged handling of PR and legal matters by Church officials.
45.	27 Apr 1999	Posting by Armstrong containing various accusations against Scientologists.
46.	1 May 1999	Posting by Armstrong concerning alleged actions by Scientologists.
47.	2 May 1999	Posting by Armstrong commenting on the settlement of a suit between Dennis Erlich and Scientology entities.
48.	4 May 1999	Posting by Armstrong advocating public hearings on Scientology.
49.	8 May 1999	Posting by Armstrong in which he guesses how much Dennis Erlich received in his settlement with the Church.
50.	24 May 1999	Posting by Armstrong responding to Carol Eidge and offering to help remove her children from Scientology.

51.	24 May 1999	Posting by Armstrong concerning an individual who was allegedly involved in Scientology in the 1950's and 60's.
52.	3 Jun 1999	Posting by Armstrong commenting about the IRS having granted tax exemption to Scientology churches.
53.	6 Jun 1999	Posting by Armstrong about an alleged former Scientologist.
54.	6 Jun 1999	Posting by Armstrong giving advice to another Internet poster and offering his own experience in Scientology as an example.
55.	15 Jun 1999	Posting by Armstrong giving legal advice to a person in relation to Scientology.
56.	28 Jun 1999	Posting by Armstrong suggesting a demonstration at the governor's office in Sacramento against Scientology.
57.	28 Jun 1999	Posting by Armstrong in which he makes allegations about Scientology management and suggests various actions to be taken against it.
58.	30 Jun 1999	Posting by Armstrong containing various allegations about Scientology.
59.	1 Jul 1999	Posting by Armstrong concerning alleged forgeries by Scientologists on the Internet.
60.	4 Jul 1999	Posting by Armstrong concerning an early Scientologist, whom he interviewed when he was a Church staff member.
61.	7 Jul 1999	Posting by Armstrong concerning his time in Scientology.
62.	11 Jul 1999	Posting by Armstrong offering himself as a percipient and expert witness in a civil suit against a Scientology church.
63.	12 Jul 1999	Posting by Armstrong about searching for documents relevant to litigation against the Church.
64.	17 Jul 1999	Posting by Armstrong about a "solution to the Scientology problem".

65.	18 Jul 1999	Posting by Armstrong about the "sporgeries" on the Internet and various accusations about Scientologists.
66.	20 Jul 1999	Posting by Armstrong concerning his experiences on Church staff and Scientologists' beliefs about Mr. Hubbard.
67.	20 Jul 1999	Posting by Armstrong concerning writings by Mr. Hubbard.
68.	8 Aug 1999	Posting by Armstrong concerning apostate Stacy Brooks; suing a senior Scientology church; upper Scientology management and the corporate structure of the Church.
69.	9 Aug 1999	Posting by Armstrong containing allegations about how the Church deals with its opponents.
70.	9 Aug 1999	Posting by Armstrong about Mr. Hubbard.
71.	9 Aug 1999	Posting by Armstrong commenting on statements by Mr. Hubbard about drugs.
72.	17 Aug 1999	Posting by Armstrong in which he reposts a letter by attacker Garry Scarff regarding an attorney who represents him in legal matters concerning the Church.
73.	17 Aug 1999	Posting by Armstrong concerning Mr. Hubbard and quoting from Scientology scripture.
74.	17 Aug 1999	Posting by Armstrong about some of his alleged experiences in the Church.
75.	17 Aug 1999	Posting by Armstrong about a declaration he wrote concerning Scientology.
76.	18 Aug 1999	Posting by Armstrong promoting books critical about Scientology.
77.	10 Sept 1999	Posting by Armstrong commenting on postings about others' alleged experiences in Scientology.
78.	12 Sept 1999	Posting by Armstrong about posters who are critical of Scientology.

79.	16 Sept 1999	Posting by Armstrong concerning an essay contest sponsored by Robert Minton for critics of Scientology and whether Armstrong should participate.
80.	28 Sept 1999	Posting by Armstrong criticizing Mr. Hubbard and Scientology scripture.
81.	28 Sept 1999	Posting by Armstrong criticizing Scientologists.
82.	29 Sept 1999	Posting by Armstrong urging Scientologists to get out of Scientology.
83.	30 Sept 1999	Posting by Armstrong asserting that Scientology is not spiritual.
84.	1 Oct 1999	Posting by Armstrong saying he does many things to get Scientologists to leave Scientology.
85.	1 Oct 1999	Posting by Armstrong about Scientologists' ethics.
86.	1 Oct 1999	Posting by Armstrong criticizing a senior Scientologist.
87.	2 Oct 1999	Posting by Armstrong concerning folders used in connection with Scientology counseling.
88.	2 Oct 1999	Posting by Armstrong alleging he has documentation concerning use of Scientology counseling folders.
89.	2 Oct 1999	Posting by Armstrong concerning the Scientology church in Belgium.
90.	2 Oct 1999	Posting by Armstrong about getting anti-Scientology literature passed around.
91.	2 Oct 1999	Posting by Armstrong in which he responds to derogatory statements of another regarding Scientology practices.
92.	7 Oct 1999	Posting by Armstrong making contemptuous statements about Scientology organizations.
93.	7 Oct 1999	Posting by Armstrong about Scientology scriptures being posted on the Internet.

94.	7 Oct 1999	Posting by Armstrong about hate sites on the Internet and attempting to get a Scientologist to leave the Church.
95.	9 Oct 1999	Posting by Armstrong about people who he believes work for the Church.
96.	9 Oct 1999	Posting by Armstrong in which he posts a news release announcing the judgment entered against him in Marin County for breaching the settlement agreement with the Church, along with his comments on this.
97.	12 Oct 1999	Posting by Armstrong about asking questions to a new Scientology web site.
98.	12 Oct 1999	Posting by Armstrong offering to send someone a write up on what he had read in Mr. Hubbard's unpublished book "Excalibur."
99.	1 Nov 1999	Posting by Armstrong responding to Bob Minton's description of his arrest in Clearwater, Florida on charges of committing battery against a Scientologist.
100.	2 Nov 1999	Posting by Armstrong attempting to blame Scientologists for Minton being arrested.
101.	6 Nov 1999	Posting by Armstrong about the Church's alleged attempts to deal with critics.
102.	29 Nov 1999	Posting by Armstrong saying that the Church and its leaders are unfair.
103.	1 Dec 1999	Posting by Armstrong regarding a news reporter who has written about the Church in the past.
104.	9 Dec 1999	Posting by Armstrong talking about the picketing he recently participated in in Clearwater, and the speeches delivered by Church antagonists.
105.	25 Dec 1999	Posting by Armstrong in which he defends Bob Minton and makes derogatory statements about Scientology beliefs.
106.	30 Dec 1999	Posting by Armstrong in which he answers questions about a person he knew in Scientology in the 70s.

107.	30 Dec 1999	Posting by Armstrong in which he posts a portion of the Congressional Record containing requests for the US to resolve the religious discrimination in Germany. Armstrong enters his own negative comments about Scientology.
108.	31 Dec 1999	Posting by Armstrong speaking derogatorily about Scientology and saying that the Scientology organizations and technology should be dismantled.
109.	31 Dec 1999	Posting by Armstrong in which he claims he is an expert in the subject of Scientology.
110.	3 Jan 2000	Posting by Armstrong recounting alleged incidents from when he was a Church staff member.
111.	3 Jan 2000	Posting by Armstrong regarding mental illness and Scientology.
112.	3 Jan 2000	Posting by Armstrong agreeing with another poster's criticisms of the Church.
113.	3 Jan 2000	Posting by Armstrong in which he makes comments regarding another poster's version of what occurred within the Church after Mr. Hubbard's death.
114.	4 Jan 2000	Posting by Armstrong stating that he would never embrace destroying Scientology as it is an impossibility and commenting on what he believes are the goals of Scientology.
115.	5 Jan 2000	Posting by Armstrong continuing derogatory comments about Scientology.
116.	5 Jan 2000	Posting by Armstrong about psychiatrists and the handling of psychotic people, including accusations regarding Scientology practices.
117.	6 Jan 2000	Posting by Armstrong in which he discusses "stalking" and that he kept a big sign in his storefront window "Is Scientology Stalking You?"
118.	6 Jan 2000	Posting by Armstrong referencing Lisa McPherson Trust and how Scientology is trying to destroy it.

119.	16 Jan 2000	Posting by Armstrong in which he re-posts the mission statement for the "Lisa McPherson Trust," and affirms his agreement with this anti-Scientology statement.
120.	19 Jan 2000	Posting by Armstrong responding to a posting by Rod Keller regarding the Church's facility in Clearwater, Florida.
121.	19 Jan 2000	Posting by Armstrong in which he states that "Freedom of religion includes the freedom to condemn all of Scientology."
122.	24 Jan 2000	Posting by Armstrong regarding an affidavit filed in a suit against the Church.
123.	29 Jan 2000	Posting by Armstrong containing derogatory statements and accusations about the Church.
124.	29 Jan 2000	Posting by Armstrong claiming that he used to be a liar when he was a Scientologist.
125.	30 Jan 2000	Posting by Armstrong in which he discusses serving a lawsuit on a senior Church executive.
126.	19 Feb 2000	Posting by Armstrong talking about a position he held when he was a Church staff member.
127.	20 Mar 2000	Posting by Armstrong to Keith Henson about his legal case with the Church and how Armstrong was prevented from testifying for Henson. He says he believes "that Judge Whyte is crooked in some way" and "should have found a way to bar Scientology from his courtroom."
128.	16 Apr 2000	Posting by Armstrong about going to protest at a Scientology event.
129.	4 May 2000	Posting by Armstrong continuing various accusations about the Church.
130.	10 July 2000	Posting by Armstrong in response to another about his settlement agreement which he calls a "gag 'contract'".
131.	11 July 2000	Posting by Armstrong in response to another in which he makes derogatory allegations about Scientologists.

132.	10 Nov 2000	Posting by Armstrong, making derogatory comments about Scientology in connection with a letter to Florida State Attorney, Bernie McCabe.
133.	13 Nov 2000	Posting by Armstrong suggesting actions to be taken by an attorney who represents Keith Henson against a Church of Scientology.
134.	13 Nov 2000	Posting by Armstrong stating he would be a key witness for Keith Henson because of his personal knowledge and experience on Scientology
135.	07 Dec 2000	Posting by Armstrong giving advice that LMT obtain a court order that Scientology churches must retain videotape and photographic images evidencing interactions between Scientologists and LMT
136.	07 Dec 2000	Posting by Armstrong, including comments about the Creed of the Church of Scientology.
137.	09 Dec 2000	Posting by Armstrong suggesting that LMT and Minton file a lawsuit against the Church of Scientology International and other Churches and members of the Scientology religion.
138.	13 Dec 2000	Posting by Armstrong in which he says why he thinks it was correct for him to break the settlement agreement.
139.	13 Dec 2000	Posting by Armstrong including allegations about some of his experiences in Scientology.
140.	13 Dec 2000	Posting by Armstrong about truth and honesty, containing allegations about Scientology and its founder and his writings.
141.	13 Dec 2000	Armstrong re-posted the 7 December 2000 posting containing his comments on the Creed.
142.	14 Dec 2000	Posting by Armstrong in which he suggests that Scientologists should mutiny against the leadership of the Church.
143.	21 Dec 2000	Armstrong web page called: "Gerry Armstrong Meets the Loyalists"
144.	21 Dec 2000	Posting by Armstrong claims that he has made "2289 postings to the Internet" all of which violate the Permanent Injunction.

145.	21 Dec 2000	Posting by Armstrong in which he claims why he is justified in copying the Church's documents.
146.	26 Dec 2000	Posting by Armstrong stating why he feels justified in breaking the Settlement Agreement and threatening to re-post his earlier e-mails which violate the Agreement.
147.	26 Dec 2000	Posting by Armstrong in which he asserts that the injunction against him is unlawful
148.	29 Dec 2000	Posting by Armstrong re hearing on motion for contempt in which he solicits others on ars to write to the Judge on his behalf and attaches sample letter
149.	29 Dec 2000	Posting by Armstrong about the Settlement Agreement, and asserting that has a right to disobey unlawful orders
150.	01 Jan 2001	Posting by Armstrong about an injunction issued against LMT – "I laugh at your injunctions."
151.	25 Jan 2001	Posting by Armstrong in which he claims that Scientology is taking over psychiatry
152.	30 Jan 2001	Posting by Armstrong containing statements about what he claims are Scientology beliefs, including his claim that Scientology is opposed to the concept of God
153.	30 Jan 2001	Posting by Armstrong quoting from a purported Church bulletin.
154.	31 Jan 2001	Posting by Armstrong on "Science vs. Scientology".
155.	04 Feb 2001	Posting by Armstrong about his upcoming tour of Europe, where he wants to hook, up with other anti-Scientologists.
156.	19 Feb 2001	Posting by Armstrong containing derogatory statements about several Scientologists.
157.	12 Apr 2001	Posting by Armstrong stating that he is going to Russia and will tell the Russians about Scientology

158.	12 Apr 2001	Posting by Armstrong stating what he believes to be "the central core of Scientology."
159.	04 Sep 2001	Posting by Armstrong, "Religious Persecution in the U.S.," a copy of his letter to President Bush about Scientology.
160.	05 Sep 2001	Posting by Armstrong, "Gerry Armstrong's Crime," concerning his justification for breaching the settlement agreement.
161.	06 Sept 2001	Posting by Armstrong, "The Scientology Problem," which is another letter to President Bush about Scientology
162.	21 Sep 2001	Posting by Armstrong about his attempt to testify in a copyright case involving Scientology scriptures.
163.	22 Sep 2001	Posting by Armstrong about what he claims are basic motivations of Scientologists.
164.	23 Sep 2001	Posting by Armstrong about what he claims to be Mr. Hubbard's intentions and the intentions of Scientologists
165.	23 Sep 2001	Posting by Armstrong including a statement about his 12 ½ years in Scientology.
166.	26 Sep 2001	Posting by Armstrong including description of events he claims to have occurred while he was a staff member of the Church.

OTHER BREACHES:

167.	April 1998	Armstrong gave an interview by telephone about his experience in the Church to a reporter for the German TV station, ARD.
168.	April 1998	Armstrong attended a FACTNet conference in Boulder, Colorado with anti-Scientologists (Minton, Prince, Young, Brooks) and told them about the injunction.
169.	June 1998	Armstrong contacted attorney Kennan Dandar and volunteered to appear as a witness against the Church.
170.	Betwn 6/98-12/98	Armstrong had 4 phone conversations with Dandar and 6 e-mails between them where he admittedly breached the injunction.

171.	Dec. 1998	Armstrong traveled to Florida for an interview with ARD about Scientology to be shown to the German public.
172.	3 Dec. 1998	Armstrong met with 20 anti-Scientology protestors including Minton.
173.	Dec. 1998	Armstrong made himself available for Dandar to subpoena him into deposition.
174.	12 Mar 1999	Armstrong picketed in front of the Church of Scientology of Vancouver.
175.	13 Mar 1999	Armstrong picketed in front of the Church of Scientology of Vancouver.
176.	21 Oct 1999	Armstrong picketed in front of the Church of Scientology in Toronto.
177.	Dec. 1999	Armstrong became a member of the Advisory Board of Lisa McPherson Trust for the purpose of "reforming" Scientology.
178.	Dec. 1999	Armstrong traveled to Florida to participate in public demonstrations in front of the Church of Scientology in Clearwater.
179.	5 Dec. 1999	Armstrong spoke at a fund raising gathering to finance litigation against the Church. He told the gathering that he was speaking there in violation of the permanent injunction.
180.	10 Dec. 1999	Armstrong appeared on WMNF radio in Tampa, Florida and made allegations about Scientology practices.
181.	Spring 2000	Armstrong was interviewed by reporter Richard Leiby of the Washington Post concerning Scientology.
182.	June 2000	Armstrong traveled to Leipzig, Germany and participated in a ceremony to bestow an award on Minton for his anti-Scientology activities.
183.	June 2000	Armstrong was interviewed by two different news media in Berlin regarding Scientology.

184.	6 June 2000	Armstrong was interviewed by Bente Calusen of the Christian Daily newspaper in Denmark.
185.	27 July 2000	Armstrong picketed the Church's facilities in Clearwater, Florida along with Robert Minton.
186.	July 2000	Armstrong met with Ursula Caberta in Florida and spoke with her about Scientology.
187.	9 Sept 2000	Armstrong picketed in front of the Church of Scientology in Edmonton, Canada.
188.	18 Jan 2001	Media article in Marin Independent Journal: "Scientology critic is cited for contempt". Armstrong is quoted in the article discussing his disagreement with the injunction.
189.	17 Mar 2001	Armstrong picketed in front of the Church of Scientology of Vancouver.
190.	23-25 Apr 2001	Armstrong participated in a conference on "sects" in Nizhny Novgorod, Russia, speaking about his history in Scientology. (ZENIT.org *News Agency* article of 4 May 2001, "RUSSIAN ORTHODOX TARGETS "TOTALITARIAN SECTS")
191.	23 Apr 2001	Armstrong appeared on Russian TV and made accusations about Scientologists.
192.	28 Apr 2001	Armstrong went to the Church's regional office in Moscow and asked to speak with an executive.
193.	05 May 2001	Armstrong picketed outside the Church's regional headquarters in Copenhagen.
194.	09 May 2001	Armstrong appeared on a Russian TV show, "TNT", and talked about Scientology.
195.	25 May 2001	Armstrong picketed a Church of Scientology in Paris.
196.	26 May 2001	Armstrong picketed the Church of Scientology in Lyon.
197.	10 Jun 2001	Armstrong, along with Minton and other LMT staff, attended the Alternative Charlemagne event in Leipzig

198.	24 Nov 2001	Armstrong picketed in front of the Church of Scientology of Vancouver.
199.	28 Nov 2001	Armstrong picketed in front of the Church of Scientology of Vancouver.
200.	8 Dec 2001	Armstrong picketed in front of the Church of Scientology of Vancouver.
201.	10 Jan 2002	Armstrong picketed in front of the Church of Scientology of Vancouver.
202.	23 Feb 2002	Armstrong called in to a radio show
203.	25 Feb 2002	Armstrong picketed in front of the Church of Scientology of Vancouver with Caroline Letkeman and her parents John & Margaret.
204.	28 Feb 2002	Armstrong posted photographs taken from "Impact" magazine. These are photos of church executives giving awards to parishioners. Armstrong edited the photos, putting Osama bin Laden's head and/or body in place of a parishioner.

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